



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, OCTOBER 25, 2016 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Scott Greer, New Hope Christian Church

FUTURE MEETINGS

Bartlett Board of Education, October 27 at 7 p.m.

Beer Board, November 1 at 6 p.m.

Bartlett Station Commission, November 2 at 7:30 a.m.

City Beautiful Commission, November 3 at 7 p.m.

Family Assistance Commission, November 7 at 6 p.m.

Planning Commission, November 7 at 7 p.m.

Board of Mayor and Aldermen, November 10 at 7 p.m.

RECOGNITIONS

Celebration of Lifeblood's 150 for 150 blood drive in honor of the City's sesquicentennial

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the October 11, 2016 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- I Special event permit for One Less Orphan 5K Fundraiser. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, November 12 from 8 to 10 a.m. at Faith Baptist Church.

2 Bid for firearms and accessories. (Gary Rikard, Chief of Police)

Recommend accepting the bid from Accurate Law Enforcement to purchase 148 Sig320 pistols and holsters, magazine pouches and stream lights at a total cost of \$26,707.13. Funds are available in Account 124.48124.939.

3 Purchase four Ford Explorers. (Gary Rikard, Chief of Police)

Recommend accepting the lowest bid from Homer Skelton Ford to purchase four Ford Explorer police pursuit vehicles at a total cost of \$108,950.68. Funds are available in Account 311.48311.785.20317.

4 Bid for live-scan fingerprinting system. (Gary Rikard, Chief of Police)

Recommend accepting the only bid from Data Works Plus at a cost of \$18,500.00. Funds are available in Account 311.48311.785.20317.

5 Bid to rebuild a sanitation truck diesel engine. (Bill Yearwood, Director of Public Works)

Recommend accepting the lower bid from Summit Truck Group at a cost of \$25,502.12. Funds are available in Account 122.48122.261.

6 Bid for one riding mower with 72-inch deck. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Barton Equipment Co. at a cost of \$13,300.00. Funds are available in Account 311.48311.785.30717.

7 Bid for one Ford F350 with five-foot bed. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Ford of Murfreesboro at a cost of \$35,979.00. Funds are available in Account 311.48311.785.30717.

8 Bid for one Ford F350 with nine-foot utility crane bed. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Golden Circle at a cost of \$48,614.00. Funds are available in Account 311.48311.785.30717.

9 Bid for Appling Road soccer field parking lot project. (Wade Towles, Assistant Director of Engineering)

Recommend accepting the lowest bid from Wagner General in the amount of \$74,000.00, plus a contingency amount of \$8,000.00 for a total cost of \$82,000.00. Funds are available in Account 311.48311.780.51417.

10 Authorization to purchase two Right-of-Way tracts for the widening of Old Brownsville Road. (Rick McClanahan, Director of Engineering)

Request approval to purchase two right-of-way tracts for a total of \$99,840.00. Funds are available in Account 311.48311.770.422.

11 Authorization to purchase two Right-of-Way tracts for the widening of Old Brownsville Road. (Rick McClanahan, Director of Engineering)

Request approval to purchase two right-of-way tracts for a total of \$27,693.00. Funds are available in Account 311.48311.770.422.

12 Treasurer's Report for September 2016. (Dick Phebus, Director of Finance)

NEW BUSINESS

1 Set a public hearing for November 22, 2016 for Resolution 14-16, a resolution approving amendments to the Richland Valley Planned Development. (Terry Emerick, Director of Planning and Economic Development)

2 First Reading of Ordinance 16-02, an ordinance to rezone from RS-15 to I-P property on the north line of Wolf Lake Drive. (Terry Emerick, Director of Planning and Economic Development) The public hearing to be set for November 22, 2016.

3 First Reading of Ordinance 16-07, an ordinance to designate the Brunswick Rosenwald School, 4549 Brunswick Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development) The public hearing to be set for November 22, 2016.

4 First Reading of Ordinance 16-08, an ordinance to designate Cedar Hall, 3712 Broadway Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development) The public hearing to be set for November 22, 2016.

5 First Reading of Ordinance 16-09, an ordinance amending Title 20, Chapter I Air Pollution Control Code, to update permit and emissions fees. (Mark Brown, Chief Administrative Officer) The public hearing to be set for November 22, 2016.

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 11, 2016 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

Mayor A. Keith McDonald: Absent, Alderman W.C. Pleasant: Present, Alderman Emily Elliott: Present, Alderman David Parsons: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Paula Sedgwick: Present.

INVOCATION

Opening Prayer by Carey Kerr, Temple of Praise Community Worship Center

FUTURE MEETINGS

Parks and Recreation Advisory Board, October 13 at 7 p.m.

Historic Preservation Commission, October 17 at 7 p.m.

BPACC Advisory Board, October 18 at 6 p.m.

Bartlett Arts Council, October 18 at 6:30 p.m.

Design Review Commission, October 18 at 6:30 p.m.

Bartlett Board of Education Work Session, October 20 at 7 p.m.

RECOGNITIONS

Vice Mayor Young and the Aldermen recognized Boy Scout Daniel Phebus, who attended the meeting to earn his Communication Merit Badge. Daniel, Troop 241, is Finance Director Dick Phebus' grandson.

Appreciation of Mick Wright for funds raised toward Bartlett First Responders Monument

Mick Wright ran 150 miles this summer in honor of the City's Sesquicentennial, and raised money for each mile for the Bartlett First Responders Monument. Alderman Elliott, Chair of the Monument Committee, thanked Mr. Wright for raising funds and awareness.

*****Official Business of the Day*****

Minutes Acceptance: Minutes of Oct 11, 2016 7:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE**Minutes of the September 27, 2016 Board of Mayor and Aldermen Regular Meeting**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Parsons, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

UNFINISHED BUSINESS**I Resolution 19-16, a resolution approving amendments to the planned development for Brunswick Village at Wolfchase, Phase 2. (Terry Emerick, Director of Planning and Economic Development)**

Kim Taylor, Assistant Director of Planning and Economic Development, explained that Brunswick Village at Wolfchase Planned Development was originally approved in Shelby County as a planned development in 2005. Later that same year, the area was annexed by the City of Bartlett. The project was designed in two phases: the first having single, detached houses; the second having 66 residences in quad-units. After the infrastructure had been installed for Phase 2, the developer asked for it to be removed from the plan. A new developer, Regency homes, has asked to reinstate Phase 2 with the townhome/quad-unit design. Vice Mayor Young, who also serves as the Board's liaison with the Planning Commission, noted that the main concern from citizens of the exterior maintenance would be handled by the development's homeowners association. He then moved to approve the Resolution 19-16 with the added condition of limiting rental units to 25 percent of the total units.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	David Parsons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	David Parsons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

I Special event permit for Donate Life 5K Run in memory of Ashlyn Elizabeth Perritt. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, October 22 from 8:30 a.m. to 1 p.m. at Faith Baptist Church.

2 Authorization to auction surplus property. (Dick Phebus, Director of Finance)

Sixteen items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.

Minutes Acceptance: Minutes of Oct 11, 2016 7:00 PM (MINUTES ACCEPTANCE)

- 3 **Bid for two Ford Explorers. (Terry Wiggins, Fire Chief)**
Recommend accepting the lowest bid from AutoNation Ford of Memphis at a cost of \$29,157.72 each with a total cost of \$58,315.44. Funds are available in Account 311.48311.785.25717.
- 4 **Amend Bartlett Villa subdivision contract. (Rick McClanahan, Director of Engineering)**
Change the developer's name to Bartlett & Stage from Diversified Partners. The Board approved this contract at its September 27, 2016 meeting. The balance of the contract remains unchanged.
- 5 **Water contract for Pizza Social. (Rick McClanahan, Director of Engineering)**
The developer, J.J. Brothers, LLC, will pay \$6,530.40 In City fees. The bond is set at \$14,710.00.
- 6 **Presentation of Debt Obligation Form Related to General Obligation Refunding and Improvement Bonds, Series 2016. (Dick Phebus, Director of Finance)**
State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for General Obligation Refunding and Improvement Bonds, Series 2016. The attached form reflects the \$6,550,000 bond approved on August 9, 2016.
- 7 **Planning Commission Report for September 2016. (Terry Emerick, Director of Planning and Economic Development)**
- 8 **Planning Commission Report for October 2016. (Terry Emerick, Director of Planning and Economic Development)**

NEW BUSINESS

- I **Resolution 45-16, a resolution to accept Bulletproof Vest Partnership Grant from the U.S. Department of Justice Fiscal Year 2017 Programs in the amount of \$4,792 and to amend the Fiscal Year 2017 Grant Fund to appropriate the funds. (Dick Phebus, Director of Finance)**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	Paula Sedgwick, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

OPEN DISCUSSION

Alderman Parsons said the inaugural Memphis Barbecue Network-sanctioned barbecue contest went well, and the entire Fall Festival was great.

ADJOURNMENT

Meeting adjourned at 7:15 PM

W.C. Pleasant, Register to the
Board of Mayor and Alderman

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Oct 11, 2016 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

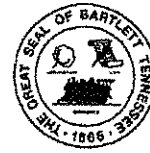
SCHEDULED**AGENDA ITEM**

Meeting: 10/25/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for One Less Orphan 5K Fundraiser.



Warren K@ myfaithbaptist.org



APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6382 STAGE ROAD
BARTLETT TN 38134
901-385-6425

3755 NORTH GERMANTOWN ROAD 38133
Address Zip Code
SATURDAY NOV 12 2016 8:00-10:00
Dates of the Event Hours of the Event
FUND RAISOR - 5K
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
FAITH BAPTIST CHURCH
Property Owner
FAITH BAPTIST CHURCH 3755 NORTH GERMANTOWN RD
Special Event Permit Applicant Address of Applicant
386-4785 385-8983
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

N/A Letter of Permission
X Insurance
NA Tents (Fire Retardant letter included)
Special Event Checklist
X Map
X Sign or Banner 4.5x6

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
64.00 Total

WARREN KNAAB 19 OCT 2016
Responsible Person Date

****Notify building department 10 days prior to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen.****

APPROVAL

This application is not a permit and grants no rights or privileges.

Special Event Checklist

Event: 5-K FUNDRAISER ONE LESS ORPHAN
 Location: FAITH BAPTIST CHURCH 3755 NORTH GERMANTOWN RD
 Dates: NOV 12 2016

Type of special event: (Check one.)

☒ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.

☐ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.

☐ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.

☒ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. **Requires approval by the Board of Mayor and Aldermen.**

Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

☐ *Public property.* Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.

☐ *Public parks.* Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)

☐ *City sponsorship.* Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.

☐ *Special use permit or site plan.* Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.

☐ *Yard sales.* Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.

☐ *Auctions/estate sales.* Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.

☐ *Business deliveries.* Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.

☐ *Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.

☐ *First Amendment activity.* The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1	✓			<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	
2	✓			For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	
3			✓	<i>Type 3 outdoor sales</i> must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		✓		<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		✓		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		✓		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7		✓		<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8			✓	Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- mitted ✓ or X	OK	N/A		Comments										
9		✓		<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			✓	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11		✓		<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12			✓	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13	✓			<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14			✓	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15		✓		<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16			✓	<i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17		✓		<i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18		✓		<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

	Sub- mitted ✓ or X	OK	N/A		Comments
19		✓		<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20	✓			<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	
21		✓		<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	

Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

	Required ✓ or X	N/A		Comments
22	✓		Limitations on signs.	
23		✓	Temporary arrangements for parking and traffic circulation.	
24		✓	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25		✓	Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		✓	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27	✓		The provision of traffic control or security personnel to ensure the public safety and convenience.	
28		✓	Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least ten (10) days prior to the requested start date of any special event.

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			Name and address of the applicant.	
30	✓			Names and address of the owner of the premises on which the proposed event is to be held.	
31			✓	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32			✓	Description of the site on which the proposed event is to be held.	
33	✓			Date of the proposed event.	
34	✓			A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35	✓			A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36			✓	Location and number of proposed temporary public toilets.	
37			✓	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38			✓	Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	OK ✓ or X	N/A		Comments
39	✓		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40		✓	The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41		✓	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42			The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43			b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44			c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45			d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY) 09/29 5.1.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Corporate Insurance Group LLC PO Box 737 Arlington, TN 38002		CONTACT NAME: Ken Brady PHONE (A/C, No, Ext): 901-867-7171 E-MAIL ADDRESS: ken@callcig.com FAX (A/C, No): 901-867-8998	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: First Non Profit Insurance Co	
		INSURER B: Bridgefield Casualty Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Faith Baptist Church 3755 N Germantown Rd Bartlett TN 38133			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	NPP1008596	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ COMP ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ COLL	Y	NCA1008597 Comprehensive and Collision deductibles are \$1,000	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Car Phy Dam \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	NMB1008598	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N	Y	196-33868	01/01/2016	01/01/2017	☒ PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

5 K Run and Walk Event November 2016

5 K Run and Walk event October 2016

CERTIFICATE HOLDER**CANCELLATION**

City of Bartlett
Office of Code Enforcement
6382 Stage Rd
Bartlett TN 38134

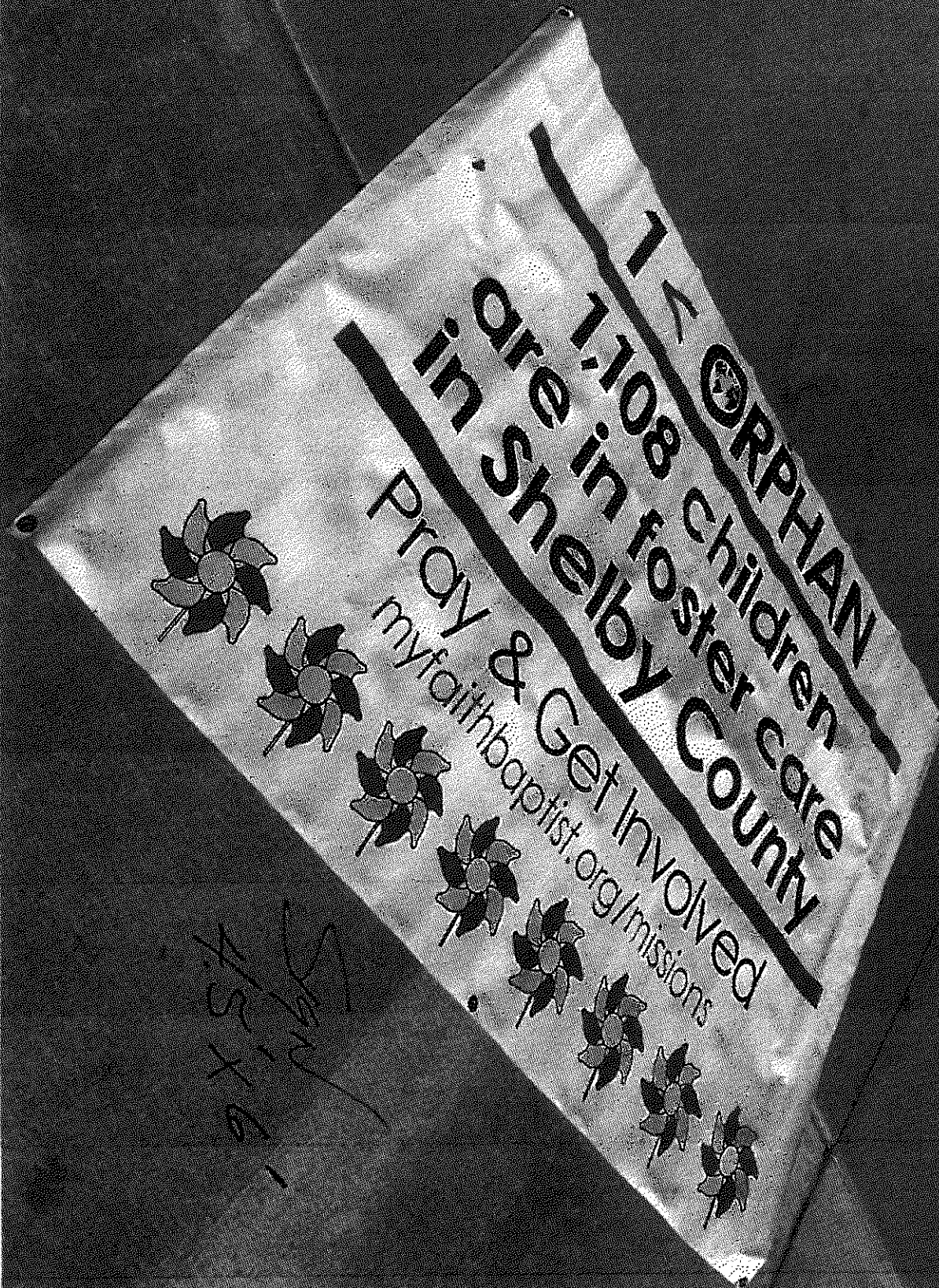
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

General Partner

Ken Brady

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Attachment: 3755 N GERMANTOWN-ONE LESS ORPHAN 5K-2016 (1949 : One Less Orphan 5K Fundraiser)

Bartlett, TN



**Road Running Technical Council
USA Track & Field**

Measurement Certificate



Name of the course 1 Less Orphan 5K at Faith Baptist Church Distance 5 km
 Location (state) Tennessee (city) Bartlett
 Type of course: road race ☒ calibration ☐ track ☐ Configuration: keyhole
 Type of surface: paved 100 % dirt % gravel % grass % track %
 Elevation (meters above sea level) Start 93 m Finish 93 m Highest 101 m Lowest 89 m
 Straight line distance between start & finish 0 m Drop 0 m/km Separation 0 %
 Measured by (name, address, phone & e-mail) Rob Hunter & Lane Purser e-mail: robhunter33@comcast.net
1877 E Churchill Downs, Germantown, TN 38138 ph: (901) 246-1565
 Race contact (name, address, phone & e-mail) Amy Sizemore e-mail: amysizemore@comcast.net
3755 N Germantown Road, Bartlett, TN 38133 ph: (901) 489-9156
 Measuring Methods: bicycle ☒ steel tape ☐ electronic distance meter ☐
 Number of measurements of entire course: 2 Date(s) when course measured: 08/28/2014
 Race date: 11/01/2014 Course certification effective date: 08/30/2014
 Certification code: TN14096MS

Notice to Race Director: Use this Certification Code
in **all** public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If **any** changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2024

AS NATIONALLY CERTIFIED BY:

Matthew Studholme Date: 09/21/2014
 Matthew Studholme – USATF/RRTC National Certifier
 452 Brookhill Drive, Abingdon, Virginia 24210 Phone: (276) 492-1181 E-mail: sheddingcat@comcast.net

1 Less Orphan 5K at Faith Baptist Church Bartlett, TN

Start/Finish---Located in the drive to the parking lot north of the building (3755 N Germantown Rd) the start line is in line with a red post indicator valve and 8'9" west of the concrete base of a street light pole both in a curbed landscaped planting area north of the drive.

Mile 1---Located in the driveway to 7896 Sandywood Ln, the washer is 17'2" east of a curb inlet on the north side.

Mile 2---Located in front of 3746 Haynes Rd, the washer is 51'9" south of a curb inlet on the east side.

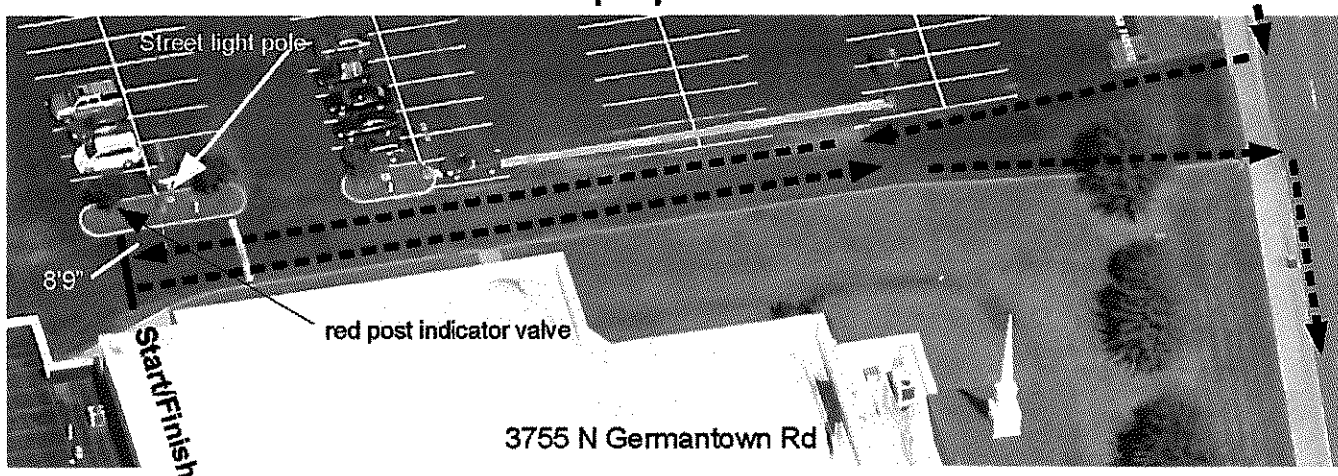
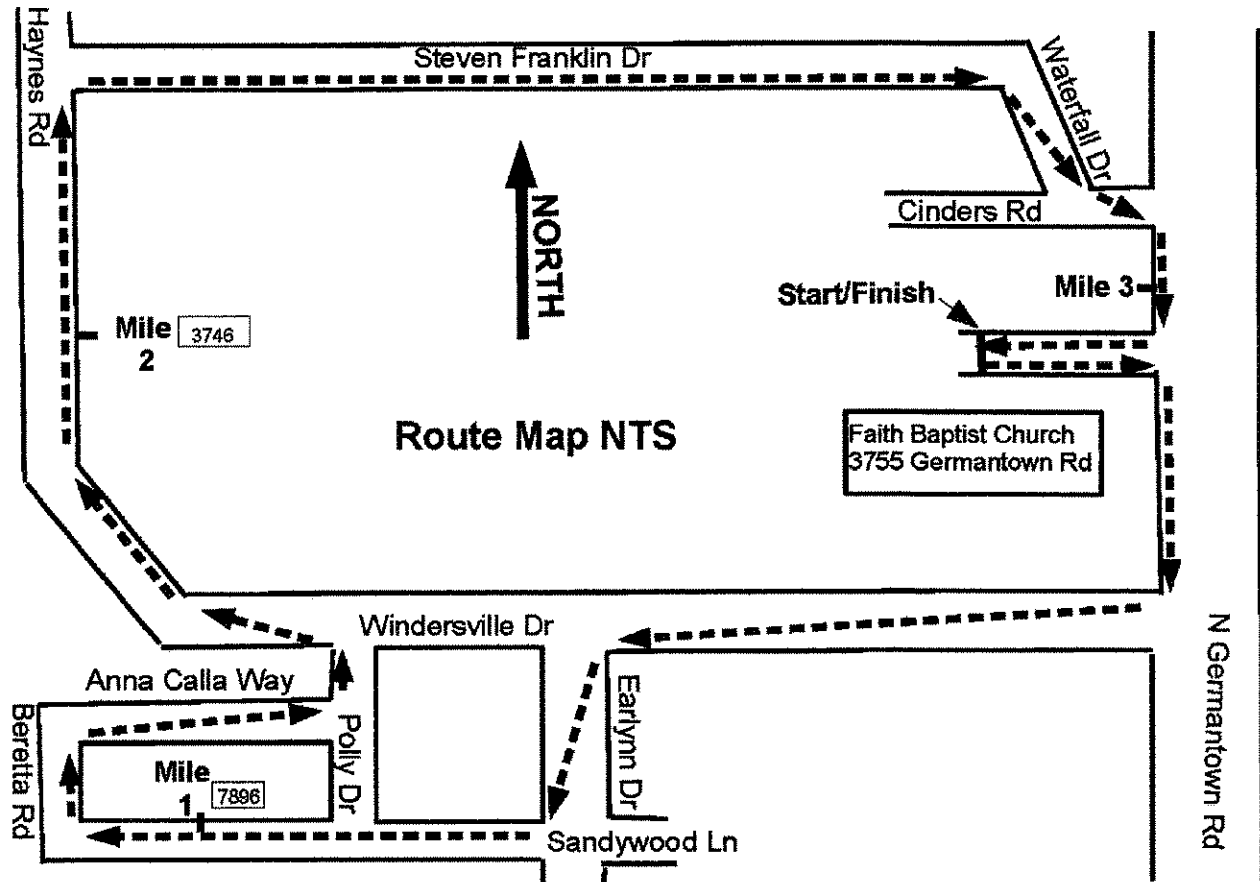
Mile 3---Located on the west side of Germantown Rd, the washer is in line with the north edge of the 3rd curb inlet north of the church driveway.

Notes:

--Measured shortest possible route.

-All measurements are to the nearest edge or face of curb unless otherwise noted.

-Measured 8/28/2014 by Rob Hunter robhunter33@comcast.net 901-246-1565 and Lane Purser



Laura Jenkins

From: Warren Knabb <warrenk@myfaithbaptist.org>
Sent: Monday, October 17, 2016 2:31 PM
To: Laura Jenkins
Subject: Fwd: Map 5K at Faith

Laura,
 Forwarding all the emails pertaining to the 5k. Let me know if you need anything else.

Thanks

Warren

Begin forwarded message:

From: Jim Brown <jbrown@cityofbartlett.org>
Date: October 12, 2016 at 3:39:13 PM EDT
To: Warren Knabb <warrenk@myfaithbaptist.org>
Subject: RE: Map 5K at Faith

Got it thank-you! We will put it with the packet.

Jim Brown, C.B.O.
 Director of Code Enforcement
 City of Bartlett
 6382 Stage Rd.
 Bartlett, TN 38134
 (901) 385-6425
jbrown@cityofbartlett.org

From: Warren Knabb [<mailto:warrenk@myfaithbaptist.org>]
Sent: Wednesday, October 12, 2016 12:40 PM
To: Jeff Cox
Cc: Jim Brown
Subject: RE: Map 5K at Faith

Now that's public service!!

Warren

From: Jeff Cox [<mailto:jcox@bartlettspolice.org>]
Sent: Wednesday, October 12, 2016 12:28 PM
To: Warren Knabb
Subject: RE: Map 5K at Faith

Looks good to me thanks

Sent via the Samsung Galaxy Note® 4, an AT&T 4G LTE smartphone

----- Original message -----

From: Warren Knabb <warrenk@myfaithbaptist.org>

Date: 10/12/2016 12:25 PM (GMT-06:00)

To: Jeff Cox <jcox@bartlettspolice.org>

Cc: Jim Brown <jbrown@cityofbartlett.org>

Subject: Map 5K at Faith

Officer Cox,

Attached is the map for our 3rd annual 5K for Orphans

The package has been submitted to Bartlett code Enforcement for review.

Thanks for working with us and taking care of us here at Faith!

Warren Knabb

Director of Operations

Faith Baptist Bartlett

531-6840 office 674-8800 cell

Attachment: 3755 N GERMANTOWN-ONE LESS ORPHAN 5K-2016 (1949 : One Less Orphan 5K Fundraiser)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/25/16 07:00 PM

Department: Police

Category: Bid

Prepared By: Penny Medlock

Department Head: Gary Rikard

Bid for firearms and accessories.

On September 15, 2016 an ad was placed in *The Daily News*. On September 29, 2016 the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

Accurate Law Enforcement	\$26,707.13
Tri-Star (partial bid and not a certified Sig firearms distributor as per bid specifications	\$12,846.59 (partial)

We recommend the bid be awarded to Accurate Law Enforcement for a total price of \$26,707.13.

Funds are available in Account 124.48124.939.

Thank you for your consideration.

BID RESPONSE SHEET
FY2017-09-020 DUTY WEAPONS AND ACCESSORIES
DUE 09/29/2016 AT 2:00 P.M.

5.2.a

EQUIPMENT PURCHASE

Line No.	Item No.	Description	Unit	Qty.	Vendor Name Accurate Law		Vendor Name Tri-Star	
					Unit Price	Total Amount	Unit Price	Total Amount
1	W320F-9-BSS	Pistol - Sig Sauer P320 Full size, 9mm, Slite night sights, (3) 71 Rd magazines	Each	137	419.00	57,403.00		No Bid
2	W320C-9-BSS	Pistol - Sig Sauer P320 Compact size, 9mm, Slite night sights, (3) 15 Rd mags	Each	5	419.00	2,095.00		No Bid
3	W320SC-9-BSS	Pistol - Sig Sauer P320 Sub-Compact size, 9mm, Slite night sights, (3) 10 Rd mags	Each	6	419.00	2,514.00		No Bid
4	7360-4502-481	Holster - Safariland 7TS ALS/SLS Mid-ride, for P320 Full size STX, Right handed	Each	137	100.25	13,734.25		No Bid
5	6378-750-411	Concealment Holster - Safariland for P320 Compact 9mm/40/357 Sig ALS guard, STX finish, Right handed	Each	5	44.50	222.50	34.05	170.25
6	6378-450-411	Concealment Holster - Safariland for P320, STX plain, Right handed	Each	18	44.50	801.00	34.05	612.90
7	573-83-21	Magazine Pouch - Safariland, single w/ handcuff	Each	18	32.50	585.00	29.80	536.40
8	800	Holster - Gould and Goodrich, Leather, Open-top, 2-slot for P320 Sub-compact pistol	Each	6	50.00	300.00		No Bid
9	Quick-kit 3	Quick Locking system - Safariland with locking fork and two receiver plates.	Each	30	29.75	892.50		No Bid
10	7360-4502-481	Holster - Safariland 7TS ALS/SLS Mid-ride, for P320 Full size STX finish, for TLR-1	Each	12	100.25	1,203.00		No Bid
11	69110	Tactical Light - Streamlight TLR-1	Each	112	108.99	12,206.88	102.92	11,527.04
					91,957.13		12,846.59	
							6.07	679.84
								968.79

TRADE-IN EQUIPMENT

				Vendor Name		Vendor Name	
Line No.	Item No.	Description	Unit	Qty.	Unit Credit	Total Credit	Vendor Name
1	WE26R-357-BSS	Pistol – Sig Sauer P226R Nitron, 357 Sig, 4.4 in. barrel length, black, DA/SA Siglite and 3 Mags (Railed)	Each	71	375	26,625.00	No Bid
2	WE26R-357-BSS	Pistol – Sig Sauer P226R Nitron, 357 Sig, 4.4 in. barrel length, black, DA/SA Siglite and 3 Mags, (non-railed)	Each	70	375	26,250.00	No Bid
3	239-357-BSS	Pistol – Sig Sauer P239 Nitron, 357 Sig, blue finish, with Night sights and 3 Mags	Each	33	375	12,375.00	No Bid
						65,250.00	0.00
(Equipment purchase minus the trade-in allowance)							
Bid Total					26,707.13		12,846.59



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/25/16 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Purchase four Ford Explorers.

On September 15, 2016, an ad was placed in *The Daily News*. On September 29, 2016, the City of Bartlett received four bids, which were opened at City Hall.

Bids were received from the following companies:

Golden Circle	\$114,192.00
Country Ford	\$111,948.00
AutoNation	\$111,650.88
Homer Skelton	\$108,950.68

We recommend the bid be awarded to Homer Skelton for a total price of \$108,950.68.

Funds are available in Account 311.48311.785.20317.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/25/16 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Bid for live-scan fingerprinting system.

On August 11, 2016 an ad was placed in *The Daily News*. On August 31, 2016, the City of Bartlett received one bid, which was opened at City Hall.

Bids were received from the following companies:

Data Works Plus	\$18,500

We recommend the bid be awarded to Data Works Plus for a total price of \$18,500.

Funds are available in Account 311.48311.785.2017.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/25/16 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Judy Willis

Department Head: Bill Yearwood

Bid to rebuild a sanitation truck diesel engine.

On September 15, 2016 an ad was placed in *The Daily News*. On September 29, 2016, the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

Summit Truck Group	\$25,502.12
Summit Truck Group	\$32,465.34

We recommend the bid be awarded to Summit Truck Group for a total price of \$25,502.12.

Funds are available in Account 122.48122.261.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/25/16 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Judy Willis

Department Head: Bill Yearwood

Bid for one riding mower with 72-inch deck.

On August 10, 2016, an ad was placed in *The Daily News*. On August 25, 2016 the City of Bartlett received seven bids, which were opened at City Hall.

Bids were received from the following companies:

Barton Equipment co.	\$13,300.00 (Kubota zd1211rl-72r)
Colonial Bid # 1	\$9,700.00 (Toro 5000 Series)
Colonial Bid # 2	\$13,000.00 (Toro 7000 Series)
Jeffy Pate Turf	\$18,622.54 (Toro Groundmaster 7200)
Kalb Equipment	\$13,500 (Kubota ZD1211RL-72R)
Stateline Turf and Tractor	\$17,130.79 (John Deere 2997R)
Wooten Tractor	\$13,491.00 (Kubota ZD1211RL-72R)

The two bids from Colonial bids did not meet specifications.

We recommend the bid be awarded to Barton Equipment Co. for a total price of \$13,300.00. Funds are available in Account 311.4831.785.30717.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/25/16 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Judy Willis

Department Head: Bill Yearwood

Bid for one Ford F350 with five-foot bed.

On July 21, 2016, an ad was placed in *The Daily News*. On August 4, 2016, the City of Bartlett received eight bids, which were opened at City Hall.

Bids were received from the following companies:

Ford of Murfreesboro	\$35,979.00 (Ford F350)
CDJR of Columbia - Ram	\$38,057.00
Country Ford	\$36,949.00
Autonation - Ford	\$36,850.40
Golden Circle - Ford	\$37,014.00
Homer Skelton CDJ - Ram	\$37,464.00
Landers Ford	\$37,573.00
Premier Automotive Ram	\$37,851.00

We recommend the bid be awarded to Ford of Murfreesboro for a total price of \$35,979.00. Funds are available in Account 311.48311.785.30717.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/25/16 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Judy Willis

Department Head: Bill Yearwood

Bid for one Ford F350 with nine-foot utility crane bed.

On July 28, 2016, an ad was placed in *The Daily News*. On August 4, 2016, the City of Bartlett received seven bids, which were opened at City Hall.

Bids were received from the following companies:

Golden Circle	\$48,614.00 (Ford F350 crew cab truck)
CDJR of Columbia	\$50,442.00 (Ram 3500)
Country Ford	\$48,799.40 (Ford F350)
Ford of Murfreesboro	\$40,740.00 (F350 with alternate bed)
Landers Ford	\$51,258.00 (F350)
Premier Automotive	\$50,693.00 (RAM 3500-no bed listed)

We recommend the bid be awarded to Golden Circle for a total price of \$48,614.00.

Funds are available in Account 311.48311.785.30717.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/25/16 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Wade Towles

Bid for Appling Road soccer field parking lot project.

The Appling Road Soccer Field Parking Lot Project was advertised in *The Daily News* on September 2, 2016 and was also posted on the City of Bartlett web page. The contractors that picked up bid documents are as follows:

Encor, LLC
Wagner General
B&C Construction
Lehman-Roberts
Barnes & Brower
P&E Development
Cantrell Construction
CETS

The project was bid as a base bid, which would provide a total of 88 parking spaces with 84 regular parking spaces and four handicap parking spaces. The alternate bid would provide a total of 64 parking spaces with 61 regular parking spaces and three handicap parking spaces. After reviewing the bids, it is recommended to award the base bid which will provide the most parking spaces at a much better price.

On September 20, 2016 we received six bids for the construction of the **Appling Road Soccer Field Parking Lot Project**. The apparent low bidder, Wagner General, submitted a total base bid of **\$74,000.00**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract Review Committee. It concluded that Wagner General has submitted the lowest and best bid, and recommends the City of Bartlett award this contract to Wagner General in the base bid amount of **\$74,000.00** plus a contingency amount of **\$8,000.00** for items that may need to be added during construction for a total not to exceed **\$82,000.00**. Wagner General has performed work for the City of Bartlett on other projects. Funding is available in Account 311.48311.780.51417.

Bidder	Total Base Bid
Wagner General	\$74,000.00
Barnes & Brower	\$87,487.04
B&C Construction	\$106,320.00
Encor, LLC	\$147,260.00

Lehman-Roberts	\$151,740.00
CETS	\$171,173.52

A copy of the bid document (plans and bid book) and the bid tabulation have been attached to this MinuteTraq file.

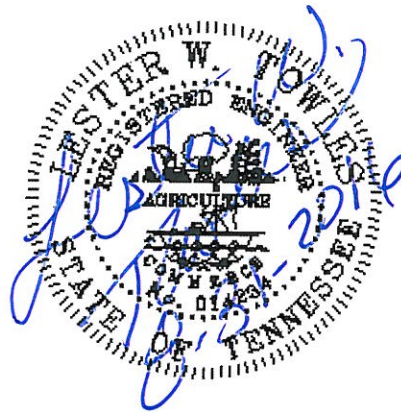
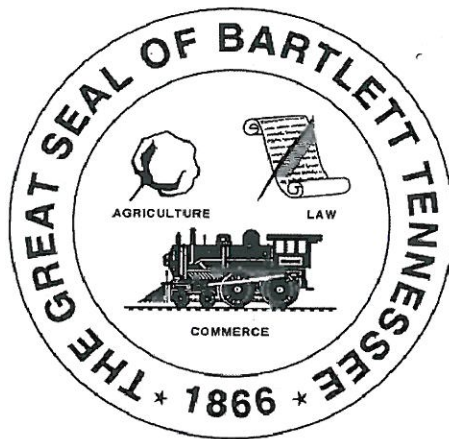
APPLING ROAD SOICKER FIELD PARKING LOT PROJECT--BASE BID																	
Item No.	Description	Unit	Quantity	Estimated Unit Price	Estimated Total	WAGNER GENERAL		BARNES & BROWER		B&C CONSTRUCTION		ENSCOR LLC		LEHMAN ROBERTS		COBB ENVIRONMENTAL & TECHNICAL SERVICES, INC.	
						Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	8" Compacted crushed concrete base	TON	2,700	\$30.00	\$81,000.00	\$21.54	\$58,158.00	\$27.75	\$74,925.00	\$35.00	\$94,500.00	\$47.00	\$126,900.00	\$45.00	\$121,500.00	\$57.34	\$154,818.00
2	Silt Fence wired backed with steel posts	LF	600	\$5.00	\$3,000.00	\$4.55	\$2,730.00	\$3.93	\$2,358.00	\$5.00	\$3,000.00	\$6.00	\$3,600.00	\$7.00	\$4,200.00	\$6.67	\$4,002.00
3	Sod--Bermuda Sod, Installed	SY	1,200	\$4.00	\$4,800.00	\$3.81	\$4,572.00	\$2.80	\$3,360.00	\$4.00	\$4,800.00	\$5.00	\$6,000.00	\$3.50	\$4,200.00	\$3.60	\$4,320.00
4	15" RCP reinforced concrete pipe	LF	72	\$75.00	\$5,400.00	\$70.00	\$5,040.00	\$56.07	\$4,037.04	\$35.00	\$2,520.00	\$80.00	\$5,760.00	\$220.00	\$15,840.00	\$78.72	\$5,667.84
5	Bartlett Special Inlet--complete	LS	1	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$2,807.00	\$2,807.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$2,364.68	\$2,364.68
Total Base Bid							\$74,000.00		\$87,487.04		\$108,320.00		\$147,280.00		\$151,740.00		\$171,172.52

APPLYING ROAD SOICCCER FIELD PARKING LOT PROJECT--ALTERNATE BID										WAGNER GENERAL		BARNES & BROWER		B&C CONSTRUCTION		ENSCOR LLC		LEHMAN ROBERTS		COBB ENVIRONMENTAL & TECHNICAL SERVICES, INC.			
Item No.	Description	Unit	Quantity	Estimated Unit Price	Estimated Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	8" Compacted crushed concrete base	TON	1,500	\$35.00	\$52,500.00	\$24.13	\$36,195.00			\$29.98	\$44,970.00			\$47.00	\$70,500.00			\$52.00	\$78,000.00			\$71.66	\$107,490.00
2	Silt Fence wired backed with steel posts	LF	500	\$5.00	\$2,500.00	\$5.78	\$2,890.00			\$3.95	\$1,975.00			\$6.00	\$3,000.00			\$7.00	\$3,500.00			\$7.71	\$3,855.00
3	Sod--Bermuda Sod, installed	SY	600	\$4.00	\$2,400.00	\$4.83	\$2,898.00			\$2.82	\$1,692.00			\$5.00	\$3,000.00			\$3.50	\$2,100.00			\$3.60	\$2,160.00
4	15" RCP reinforced concrete pipe	LF	36	\$75.00	\$2,700.00	\$88.78	\$3,196.08			\$58.06	\$2,090.16			\$40.00	\$1,440.00			\$240.00	\$8,640.00			\$124.48	\$4,481.28
Total Alternate Bid							\$45,179.08				\$50,727.16				\$58,840.00				\$92,240.00				\$117,986.28

CITY OF BARTLETT

**FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

**A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Rick McClanahan, Engineering Director**



REQUEST FOR SEALED BIDS

SB # FY2017-09-018

DUE: Tuesday, September 20, 2016, no later than 2:00 p.m. (CST)

APPLING ROAD SOCCER FIELD

PARKING LOT PROJECT

The City of Bartlett is seeking bids to grade and install 8" compacted concrete gravel base for a new parking lot at the Appling Road Soccer Fields in accordance to the following bid specifications.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT
 Sealed Bid #: FY2017-09-018
 Due Date: September 20, 2016

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
Table of Contents	TC-1
Notice to Bidders	NB-1
Instructions to Bidders	IB-1 to IB-4
General Conditions	GC-1 to GC-9
Public Acts 109 Form	PA-1
Suspension and Debarment Certification Form	DCF-1 to DCF-3
Non-collusion Affidavit of Prime Bidder	NCA-1
Contract Monitoring	CM-1
Title VI Plan	Title VI -1 to Title VI-3
Drug and Alcohol Affidavit	DAA-1
Special Conditions	SC-1 to SC-2
Bid Submittal Form	BSF-1
Bid Pricing Sheet	BPS-1 and BPS-2
Bid Bond	BB-1 to BB-2
Notice of Award	NA-1
Performance Payment Bond	PPB-1 to PPB-3
Notice to Proceed	NP-1
Contract Agreement	CA-1 to CA-3

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT
 Sealed Bid #: FY2017-09-018
 Due Date: September 20, 2016

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **September 20, 2016**. All bid packets with an original, clearly identified, and two copies, must be labeled **"FY2017-09-018 Appling Road Soccer Field Parking Lot Project"** and addressed to:

**MAYOR A. KEITH MCDONALD
 CITY OF BARTLETT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134-1148**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcacircross@cityofbartlett.org. There is no fee to obtain bid documents. Information concerning the engineering specifications, please contact Wade Towles, P. E. at 901-385-6499.

Please quote prices on attached sheet

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

 NAME OF FIRM

 E-MAIL ADDRESS

 ADDRESS

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 TELEPHONE

 PRINT NAME

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT
Sealed Bid #: FY2017-09-018
Due Date: September 20, 2016

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of the site grading and installation and compaction of crushed concrete gravel base as shown on the proposed parking lot plan. The depth of the compacted base shall be 8" deep and installed as per the grades noted on the plans. There is a base bid and an alternate bid to be quoted as noted in the BPS-1 and BPS-2 sheets. The proposed parking lot is located behind the Bartlett Recreation Center, 7700 Flaherty Place.

1. USE OF BID FORMS

These Contract documents include a complete set of Bidding and Contract forms, which are for the convenience of bidders.

2. INSPECTION OF SITE

The Bidder should thoroughly examine and familiarize himself with the drawings, The City of Bartlett Technical Specifications, and all other contract documents. The Contractor by the execution of the Contract shall in no ways be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Bartlett (City) will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

There is a base bid and an alternative bid requested for this project.

4. BIDS

- a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no inter-lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.
- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.

- e. Each Bidder shall include in his Bid the following information:

Principals: Names
Home Addresses, including City, State and Zip Code
Firm: Name
Address, including City, State and Zip Code

- f. Bids to be submitted in sealed envelopes with the following **marked on the outside:**

License: Name of Project – FY2017-09-018 Appling Road Soccer Field Parking Lot Project
Date of Bid Opening – September 20, 2016
Name of Contractor/Company
Tennessee License Number and Classification, if Bid Exceeds \$25,000.00
Licenses Expiration Date
Acknowledgement of Each Applicable Addendum

(Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. **BID GUARANTY**

- a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **City**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the City will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. If bid contains multiple items, the bid bond must be for the highest dollar amount of the bid.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

6. COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the City for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the City, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's Qualifications, his experience, record in constructing the type improvements embraced in the project contemplated by the Contract.

The City shall have the right to take such steps as deemed necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

8. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rate share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed.

9. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to **2:00 P.M. on September 20, 2016** will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portion of the work involved in construction of the Improvements contemplated by the Contract Documents.

14. STATEMENT OF INTENT – EQUITY AND FAIRNESS

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are treated with equity and fairness. The City of Bartlett will not discriminate against any individual for any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The city is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation. The City of Bartlett agrees to comply with Title VI regulations.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

GENERAL CONDITIONS:**A. INSURANCE**

A.1. General Requirements - The contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett and the State of Tennessee**, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the prosecution of the Work included in this Contract.

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation of the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Worker's Compensation and Employers Liability - The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. **ALL STATE ENDORSEMENT IS REQUIRED OR** a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

A.4 Business Automobile Liability Insurance - Single limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

A.5 Commercial General Liability Insurance - a) Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) and Property Damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds. b) Insurance coverage shall include a)Premises/Operations, b)Products/Completed Operations, c)Contractual, d)Independent Contractors, e)Broad Form Property Damage, f)Personal Injury and Advertising Liability, g) Comprehensive Form; h)XCU (Explosion, Collapse, and Underground), if applicable to the project.

B. SAFETY, PROTECTION, AND EMERGENCIES

B.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

- a) The public and to vehicular and pedestrian traffic
- b) All employees on the Work and other persons who may be affected thereby
- c) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site
- d) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City and shall be responsible for notification to the City of all instances of damage, injury or loss related to the project.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

B.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

C. CONSTRUCTION MATERIALS

C.1 All construction materials and specifications are to be in accordance with the City of Bartlett Construction Specifications. Copies of these specifications are available at Bartlett Engineering Department, 6382 Stage Road, Bartlett, Tennessee 38134.

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **thirty (30) days** after notice to proceed. Work shall be coordinated with Assistant City Engineer and Parks as this is a very active soccer field site.

E. CONSTRUCTION ENGINEERING / COORDINATION

The contractor shall be responsible for construction staking, surveying, and cut sheets in accordance with the City of Bartlett Construction specifications. The contractor shall contact the City of Bartlett Engineering Department, Wade Towles, P. E., 901-385-6499, after construction staking is in place and prior to any installation of the traffic signal poles or equipment.

F. PERFORMANCE BOND

F.1 Subsequent to the award and **within ten (10) days** after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City an Agreement on the form included in the Contract documents in such number of copies as the City may require.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

F.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "1F.1" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company is said Circular 570.

F.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms and presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City shall constitute a default, and the City may either award the Contract to the next lowest responsible Bidder or readvertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the City for a refund.

G. INSPECTION AND TESTING OF MATERIALS

G.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the City. The City will pay for all laboratory inspection service direct, and not as a part of the contract.

G.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

H.1 It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

H.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of \$50.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

H.3 The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City or current periodical estimates.

H.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. **Provided**, that the Contractor shall not be charged with liquidated damages or any excess cost when the City determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City; **Provided, further**, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due;

H.5 Furthermore:

- a) To any preference, priority or allocation order duly issued by the Government;
- b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

I.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, and increase or decrease the costs resulting from such changes.

J. PAYMENTS TO CONTRACTOR

J.1 Not later than the 20th day of each calendar month the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the City shall retain ten percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.

J.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

J.3 All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all of the terms of the contract.

J.4 City's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, aterialmen, and furnishers of machinery and parts thereof, equipment, power tools, and supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the contract by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

K. PAYMENTS BY CONTRACTOR

K.1 The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporation or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

L. SUBCONTRACTING

L.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

L.2 The Contractor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

L.3 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

L.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

L.5 Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

M.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with the Work and shall constitute the beginning of the warranty period.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond. The Contractor shall remedy any defects in work and repair any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The City shall give notice of observed defects with reasonable promptness. The surety will provide bond at one half of project amount until the end of the one year warranty period. The City will then reduce the bond to zero if all defects have been remedied by the Contractor.

N. UTILITIES

N.1 Utilities shown were located in the filed, and by referring to, existing maps. Additional utilities could be present. The Contractor is responsible of contacting the appropriate utility companies to determine the exact location of all utilities and/or construction.

O. DRUG PROGRAM

O.1 State TCA Title 50, Chapter 9, Part 1, requires all bids to be accompanied by the following statements and requires a signed affidavit attesting to the following statements:

- a) The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
- b) Full documentation of the program can be found on the City's website, Personnel Department, Chapter 10 of the Personnel Manual. This program is described by the following statement:

O.2 **Drug Testing** - It is the City's policy to require a drug test in the following situations:

- a) New Employee (Post offer testing)
- b) Employee being advanced in job or salary, or both
- c) Random under U.S. DOT regulations (may also include alcohol test).
- d) Random for Fire, EMS or Law Enforcement employees (at the Fire or Police Chief's discretion with approval by the Mayor).
- e) When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault or when at fault is not evident.
- f) When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

O.3 Drugs to be tested for - When drug and alcohol screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the drug groups listed below. This list is not intended as an exhaustive inventory of every drug for which an employee can be tested. The selection of drugs subject to testing will be based upon known abuse in the community and the ability of any drug to affect job performance.

- a) Alcohol (Ethyl)
- b) Amphetamines (e.g. Speed)
- c) Barbiturates (e.g. Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- d) Cocaine
- e) Methaqualone (e.g. Quaalude)
- f) Opiates (e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
- g) Phencyclidine (PCP)
- h) THC (Marijuana)
- i) Other illegal substances as requested by the City.

NOTE: All bidders responding to this bid must have affidavit signed by the officer of the company stating the company has a drug testing program for its employees at least as stringent as the government's program. See attached affidavit.

P. FIELD PLANS AND SPECIFICATIONS

P.1 The City of Bartlett will provide the successful bidder with up to (3) three sets of plans and specifications. Additional plans and specifications can be provided to the successful contractor at the cost of reproduction.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT
 Sealed Bid #: FY2017-09-018
 Due Date: September 20, 2016

PUBLIC ACTS 109

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20____.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT
 Sealed Bid #: FY2017-09-018
 Due Date: September 20, 2016

SUSPENSION AND DEBARMENT CERTIFICATION

NOTE: *This form is required for all Federal and State funded bids and is optional for all other bids.*

Definitions:

- Debarment** In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vender failed to perform or their performance was inadequate.
- Suspension** A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the USDA agency with which the transaction originated.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (Contractor) is providing the certification set out below in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant (Contractor) **knowingly** rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (Contractor) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (Contractor) learns that is certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (Contractor) agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (Contractor) further agrees by submitting this form that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (a) The prospective lower tier participant (Contractor) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
 - (b) Where the prospective lower tier participant (Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signatures on next page

DCF-2

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

Company/Firm _____

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this ____ day of _____, 20____.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

NOTE: *This form is required for all Federal and State funded bids and is optional for all other bids.*

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

NONCOLLUSION AFFIDAVIT OF PRIME BIDDERState of _____)
S.S.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the Bidder that has submitted the attached BID;
- (2) He/She is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such Bid is genuine and is not a collusive or sham BID;
- (4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price of prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF BARTLETT** or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn before me this _____ day of _____, 20_____

_____(Title)_____

My commission expires _____ 20_____.

NCA-1

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: _____ Date: _____

Gender: Male _____ Female _____

Race: Caucasian _____

African American _____

Hispanic _____

Other (please specify) _____.

_____ I have reviewed this request and have decided **NOT** to provide the requested information.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT
 Sealed Bid #: FY2017-09-018
 Due Date: September 20, 2016

CONTRACT MONITORING – PART 2

All contractors, consultants, and suppliers that receive funds from state or federal projects (through Bartlett) must comply with Title VI guidelines. All contractors/consultants/suppliers will have to follow many of the same guidelines that apply to the City of Bartlett. The City's Title VI coordinator will perform compliance reviews of each entity as the selection for the award to receive funds and then reviews will be performed a minimum of every 3 years during the life of the contract while they are receiving funds.

The following self-survey will be the tool used by the City of Bartlett to ensure the selected contractor/consultant/supplier compliance; if found to be non-compliant, the City's Title VI Coordinator will attempt to bring into compliance. If continued to be non-compliant, the contract will be cancelled and the City's our association will be discontinued.

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? _____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? _____
3. How is Title VI information disseminated to new/current employees? _____

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT
 Sealed Bid #: FY2017-09-018
 Due Date: September 20, 2016

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

The Title VI Assurance (below) is to **be submitted on Company (selected bidder's) Letterhead:**

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.

 Signature of Authorized Official

 Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The State Department of Military provides benefits and services such as emergency management assistance, National Guard protection services and facility construction and maintenance, and disaster assistance following a major Presidential declaration. The federal assistance administered by the Military Department are pass through funds to local governments, other state agencies, and certain private non-profit organizations.

Anyone who believes that an agency or local government receiving the federal funding mentioned above has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination.

Local Title VI Coordinator: Bill Yearwood, Director of Public Works
City of Bartlett
901-385-5570
MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of the company submitting this bid and has authority to sign this affidavit.
- (2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His/Her company has a testing program in place equal to or greater than the City's program

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT
 Sealed Bid #: FY2017-09-018
 Due Date: September 20, 2016

SPECIAL CONDITIONS

This work will have to be scheduled and coordinated with Assistant City Engineer Wade Towles, P.E. at 901-385-6499 and done in a manner to keep the disruption to the soccer field play to a minimum.

- All work done must be in accordance with the City of Bartlett Technical Specifications.
- Quantities of all items will be paid based on the total amounts of each item actually used, rounded to the nearest half foot/square foot.
- The contractor shall be responsible for blocking off the areas that are being replaced in order to keep traffic off the work area by using traffic barrels and flagging as required to secure the work site. This will not be paid for separately but shall be considered as incidental to the project and the cost shall be included in other bid items.
- The contractor shall be responsible for work to provide the necessary survey controls and layout for the project to construct this project based on the plans and as directed by the Engineer. This will not be paid for separately but shall be considered as incidental to the project and the cost shall be included in other bid items

ITEM 1: MINERAL AGGREGATE CRUSHED CONCRETE will include all labor, materials, and equipment required to grade, install, and compact the crushed concrete base as shown on the plans and as directed by the Engineer. The compacted thickness of the crushed concrete base material shall be a minimum of 8 inches. The crushed concrete base material shall also be used to create a base for the proposed new parking lot project. Tickets shall be submitted for each lad delivered to the site. Payment will be made at the unit price per **TON** of **MINERAL AGGREGATE CRUSHED CONCRETE** based on the actual tickets that are approved, compacted and installed in place

ITEM 2: SILT FENCE—WIRE BACKED—ORANGE will include all labor, materials and equipment to install, maintain and dispose of collected silt and other debris at locations as shown on the plans through the use of erosion control silt fencing. The silt fence shall include steel posts. Installation shall conform with the requirements of the “best management practices” as defined in the Tennessee Erosion and Sediment Control Handbook a guide for Protection of State Waters through the use of Best Management Practices during Land Disturbing Practices, as published by the Tennessee Department of the Environment and Conservation. (Current Edition) No additional payment will be made for the maintenance, reporting requirements and removal of sediment. Contractor will remove silt fencing and stabilize disturbed area with sod and seed prior to completion of the project. Sod, seed and mulch will be paid under separate item. Payment will be made at the unit price per **LINEAR FOOT** of **SILT FENCE—WIRE BACKED—ORANGE** installed, in place and removed from the project.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT
Sealed Bid #: FY2017-09-018
Due Date: September 20, 2016

ITEM 3: SOD (NEW BERMUDA SOD) shall include all labor, materials and equipment to install sod at the locations shown on the plans or as directed by the engineer. Sod will meet the specifications as defined in the City of Memphis Standard Construction Specifications Section 02921 SODDING. Refer to [http://www.cityofmemphis.org/EngineeringForms/ConstSpec/Section02921Sodding.pdf]. Sod delivery tickets will be required as well as field measurements of the sod actually installed on the project. Payment will be made at the unit price per **SQUARE YARD** of **SOD (NEW BERMUDA SOD)** installed complete and in place.

ITEM 4: 15" RCP CONCRETE PIPE CULVERT (CLASS III) will include all labor, materials and equipment to install **15" RCP CONCRETE PIPE CULVERT (CLASS III)** as shown on the plans and as defined in the specifications. Contractor shall notify the engineer of any discrepancy before excavation begins. Granular bedding and backfill shall be considered as incidental to this item and shall not be paid for separately. No additional payment will be made under this item. Payment will be made at the unit price per each **LINEAR FOOT** of **15" RCP CONCRETE PIPE CULVERT (CLASS III)** complete and in place.

ITEM 5: BARTLETT SPECIAL INLET INCLUDING FRAME AND GRATE will include all labor, materials and equipment to install a BARTLETT SPECIAL INLET. Inlet is to be constructed to have an inside dimension of 3' x 3', built to the grade specified in the plans, with the top modified to accept the 3070 inlet frame and grate and as directed by the Engineer. No additional payment will be made under this item. Payment will be made for **EACH BARTLETT SPECIAL INCLUDING FRAME AND GRATE** installed and in place.

BID SUBMITTAL FORM

The following forms shall be completed and submitted with the bid.

1. Notice to Bidders—NB-1
2. Public Acts 109 Form – PA-1
3. Suspension and Debarment Certification Form – DCF-1 to DCF-3
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Contract Monitoring –CM-1
6. Title VI Plan – Title Vi-1 to Title VI-2
7. Drug and Alcohol Affidavit—DAA-1
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1 and BPS-2
10. Past Project References of Similar Work

Note: Failure to include these forms with the bid submittal may be grounds for rejecting the bid as incomplete.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT
 Sealed Bid #: FY2017-09-018
 Due Date: September 20, 2016

BID PRICING SHEET—BASE BID
(an original and two copies required)

Item No.	Description	Unit	Qty.	Unit Price	Total Amount
1	8" Compacted crushed concrete base	TON	2,700		
2	Silt Fence wired backed with steel posts	LF	600		
3	Sod—Bermuda Sod, installed	SY	1,200		
4	15" RCP reinforced concrete pipe	LF	72		
5	Bartlett Special Inlet--complete	LS	1		
Total Base Bid					

Total Base Bid in Words:

Contractor

Phone

Authorized Representative

Date

Print Name

E-mail Address

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT
 Sealed Bid #: FY2017-09-018
 Due Date: September 20, 2016

BID PRICING SHEET—ALTERNATE BID

Item No.	Description	Unit	Qty.	Unit Price	Total Amount
1	8" Compacted crushed concrete base	TON	1,500		
2	Silt Fence wired backed with steel posts	LF	500		
3	Sod—Bermuda Sod, installed	600	SY		
4	15" RCP reinforced concrete pipe	LF	36		
Total Alternate Bid					

Total Base Bid in Words:

Contractor

Phone

Authorized Representative

Date

Print Name

E-mail Address

The City of Bartlett will either award the Base Bid or the Alternate Bid based on actual bid cost and funding.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

BID BOND**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned. _____

_____ As Principal, and

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

5% of BID _____ for the payment of which, well and truly to be

made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall be execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BB-1

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name _____

_____(L.S.)
Principal

Surety

By: _____ Print Name: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

NOTICE OF AWARD

To:

PROJECT Description: **FY2017-09-018 Appling Road Soccer Field Parking Lot Project**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2016 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND, if required and Certificates of Insurance **within ten (10) calendar** days from the date of the Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this ____ day of _____, 2016.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonaldTitle: Mayor, City of Bartlett**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We _____
(Name of Contractor)

called "Principal" and _____ of _____,
(Surety),

State of _____ herein-after called the "Surety", are held and firmly bound

unto _____ of _____,
(Owner) (City)

_____ herein-after called "Owner" in the penal sum of _____
(State)

_____ Dollars (\$) in
lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into
a certain contract with the City, dated the _____ day of _____, 20____ a copy of which is
hereto attached and made a part hereof for the construction of:

FY 2017-09-018 APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the City, with or without notice to the
Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
indemnify and same harmless the City from all costs and damages which may suffer by reason of
failure to do so, and shall reimburse and repay the City all outlay and expense which the City may
incur in making good and default, and shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the
work provided for in such contract, and may authorize extension or modifications thereof, including all
amounts due for materials, used in connection with the construction of such work, and all insurance
premiums on said work, and for all labor, performed in such work whether by subcontractor or
otherwise, then this obligation shall be void; otherwise remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in any wise affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the work or to the specifications.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

PROVIDED, FURTHER, that no final settlement between the City and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the day of _____, 20____.

ATTEST:

Print Name_____
Principal

By: _____(s)

(Principal) Secretary

(SEAL)

Address - Zip Code_____
Witness as to Principal_____
Address - Zip Code

ATTEST:

SuretyBy: _____
Attorney-in-Fact_____
(Surety) Secretary

(SEAL)

Address - Zip Code_____
Witness as to Surety_____
Address - Zip Code

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

NOTICE TO PROCEED

TO:

PROJECT: FY2017-09-018 Appling Road Soccer Field Parking Lot Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2016, on or before _____, 2016 and you are to complete the WORK within 30 (thirty) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2016.

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonald.Title: Mayor, City of Bartlett.**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

NP-1

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2016 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The CONTRACTOR will commence and complete the construction of **FY2017-09-018 Appling Road Soccer Field Parking Lot Project**

1. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within thirty (30) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) Change Order

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

(M) SPECIFICATIONS prepared or issued by the City of Bartlett and dated _____, 2016.

(N) DRAWINGS prepared by _____, numbered _____ through _____, and dated _____, 2016.

(O) ADDENDA:

NO. _____, Dated _____, 2016

NO. _____, Dated. _____, 2016

NO. _____, Dated. _____, 2016

NO. _____, Dated _____, 2016

NO. _____, Dated _____, 2016

NO. _____, Dated _____, 2016

6. The CITY will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.

11. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.

12. The City will provide the Awarded Contractor with up to (3) three sets of plans and specifications.
Note: Any additional sets will be provided at the cost of reproduction.

APPLING ROAD SOCCER FIELD PARKING LOT PROJECT

Sealed Bid #: FY2017-09-018

Due Date: September 20, 2016

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in (5), each of which shall be deemed an original on the date first above written.

CITY OF BARTLETT

BY: _____

PRINT NAME: A. Keith McDonaldTITLE: Mayor, City of Bartlett

(SEAL – City of Bartlett Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/25/16 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Authorization to purchase two Right-of-Way tracts for the widening of Old Brownsville Road.

The following two tracts have been negotiated and right-of-way offers have been accepted.
Please authorize payment to:

Tract 36	Pearlie M. Porter	\$46,990
Tract 42	Pearlie M. Porter	\$52,850
	TOTAL	\$99,840

Please authorize these purchases with funds to come from Old Brownsville Road Right-of-Way, Account 311.48311.770.422.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/25/16 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Authorization to purchase two Right-of-Way tracts for the widening of Old Brownsville Road.

The following two tracts have been negotiated and right-of-way offers have been accepted.
Please authorize payment to:

Tract 20	David & Lucinda Rolston	\$20,185
Tract 148	Henry & Patricia Taylor	\$7,508
	TOTAL	\$27,693

Please authorize these purchases with funds to come from Old Brownsville Road Right-of-Way, Account 311.48311.770.422.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/25/16 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for September 2016.

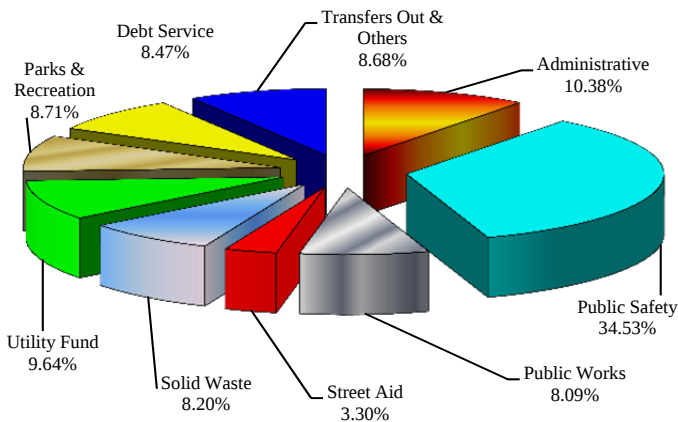


City of Bartlett

FINANCIAL REPORT

September 30, 2016

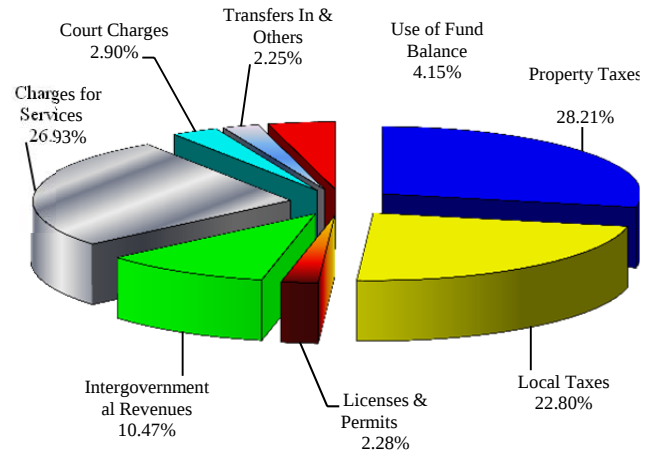
Total Expenditures, FY 2017 Budget: \$72,630,170



BUDGET HIGHLIGHTS

- June 30, 2016 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2016 year-end.
- Property tax bills will be mailed in November and are due February 28.
- Delinquent 2015 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2017 Budget: \$72,630,170



FY 2017 YEAR-TO-DATE For The Period Ending September 30, 2016

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,139,615	\$ 1,337,378
Public Safety	24,640,729	5,944,892
Public Works	5,760,665	1,394,574
Parks and Recreation	5,634,400	1,304,512
Performing Arts	601,966	159,680
Transfers & Other Gen. Fund Items	3,855,646	2,687,826
Subtotal	\$ 47,633,021	\$ 12,828,163
General Fund Revenues		
Property Taxes	\$ 20,492,302	\$ 70,380
Local Taxes	13,222,946	1,117,250
Building and Development Fees	1,657,700	397,852
Intergovernmental	6,027,000	376,207
Charges for Services	3,985,384	853,184
Court Charges	181,000	344,457
Other Revenue	437,689	91,668
Subtotal	\$ 47,633,021	\$ 3,250,998
Special Rev. Funds - Expenditures	\$ 9,855,446	\$ 1,549,213
Special Rev. Funds - Revenues	\$ 9,855,446	\$ 1,563,083
Utility Expenses	\$ 10,606,000	\$ 4,245,138
Utility Revenues	\$ 10,606,000	\$ 2,404,066
Debt Service Expenditures	\$ 4,535,703	\$ 2,984,136
Debt Service Revenues	\$ 4,535,703	\$ 255,870
Total Expenditures	\$ 72,630,170	\$ 21,606,648
Total Revenues	\$ 72,630,170	\$ 7,474,018

Note: FY 2017 Adopted Budget includes use of fund balance in the Special Revenue Funds, Utility Fund and Debt Service Fund.

Attachment: Sep16FinRpt (1955 : Treasurer's Report for September 2016)



City of Bartlett -- Financial Summary For The Period Ending September 30, 2016



	FY 2016 Unaudited Actual	FY 2017 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2016	Year-to-Date Actual FY 2017	Increase/ Decrease in \$	Percent of FY 2016's Actual	Percent of FY 2017 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,495,877	\$ 7,139,615	\$ 643,738	\$ 1,293,170	\$ 1,337,378	\$ 44,208	19.91%	18.73%	-1.18%
Public Safety	23,004,852	24,640,729	1,635,877	5,748,942	5,944,192	195,250	24.99%	24.12%	-0.87%
Public Works	5,393,002	5,760,665	367,663	1,258,925	1,394,574	135,649	23.34%	24.21%	0.86%
Parks and Recreation	5,247,535	5,599,118	351,583	1,361,961	1,304,512	(57,449)	25.95%	23.30%	-2.66%
Performing Arts	561,925	637,248	75,323	120,237	159,680	39,443	21.40%	25.06%	3.66%
Transfers & Other Gen. Fund Items	5,409,674	3,855,646	(1,554,028)	2,672,825	2,687,826	15,001	49.41%	69.71%	20.30%
Total General Fund Expenditures	\$ 46,112,864	\$ 47,633,021	\$ 1,520,157	\$ 12,456,060	\$ 12,828,163	\$ 372,103	27.01%	26.93%	-0.08%
General Fund Revenues									
Property Taxes	\$ 20,086,325	\$ 20,492,302	\$ 405,977	\$ 61,337	\$ 70,380	\$ 9,044	0.31%	0.34%	0.04%
Local Taxes	12,924,927	13,222,946	298,019	1,137,971	1,117,250	(20,721)	8.80%	8.45%	-0.36%
Building and Development Fees	1,681,585	1,657,700	(23,885)	307,211	397,852	90,641	18.27%	24.00%	5.73%
Intergovernmental	5,862,933	6,027,000	164,068	378,054	376,207	(1,847)	6.45%	6.24%	-0.21%
Charges for Services	3,854,165	3,985,384	131,219	818,566	853,184	34,618	21.24%	21.41%	0.17%
Court Charges	1,452,213	1,810,000	357,787	301,208	344,457	43,249	20.74%	19.03%	-1.71%
Other Revenue	453,348	437,689	(15,659)	84,668	91,668	7,000	18.68%	20.94%	2.27%
Total General Fund Revenues	\$ 46,315,496	\$ 47,633,021	\$ 1,317,525	\$ 3,089,014	\$ 3,250,998	\$ 161,984	6.67%	6.83%	0.16%
Special Revenue Funds									
Street Aid Fund	\$ 2,208,900	\$ 2,395,000	\$ 186,100	\$ 402,316	\$ 261,739	\$ (140,577)	18.21%	10.93%	-7.28%
Solid Waste Fund	6,214,573	6,157,049	(57,524)	1,769,665	1,058,693	(710,972)	28.48%	17.19%	-11.28%
General Improvement Fund	662,366	662,500	134	345,716	355,055	9,338	52.19%	53.59%	1.40%
Drug Enforcement Fund	268,214	334,400	66,186	35,975	34,506	(1,469)	13.41%	10.32%	-3.09%
DEA Enforcement Fund	213,598	100,500	(113,098)	0	0	0	0.00%	0.00%	0.00%
Drainage Control Fund	95,245	115,711	20,466	22,012	28,192	6,180	23.11%	24.36%	1.25%
Park Improvement Fund	0	90,286	90,286	0	0	0	0.00%	0.00%	0.00%
Grant Funds	2,352,436	0	(2,352,436)	(319,626)	(188,972)	130,655	-13.59%	0.00%	13.59%
Special Revenue Funds - Expenditures	\$ 12,015,332	\$ 9,855,446	\$ (2,159,886)	\$ 2,256,057	\$ 1,549,213	\$ (706,845)	18.78%	15.72%	-3.06%
Special Revenue Funds - Revenues	\$ 11,063,112	\$ 9,855,446	\$ (1,207,666)	\$ 1,424,933	\$ 1,563,083	\$ 138,150	12.88%	15.86%	2.98%
Utility Fund									
Total Utility Operations	\$ 6,197,140	\$ 8,989,401	\$ 2,792,261	\$ 1,101,404	\$ 3,149,359	\$ 2,047,955	17.77%	35.03%	17.26%
Total Utility Debt Expenses	1,675,471	1,616,599	(58,872)	1,176,745	1,095,779	(80,966)	70.23%	67.78%	-2.45%
Total Utility Expenses	\$ 7,872,611	\$ 10,606,000	\$ 2,733,389	\$ 2,278,149	\$ 4,245,138	\$ 1,966,989	28.94%	40.03%	11.09%
Total Utility Revenues	\$ 8,789,603	\$ 10,606,000	\$ 1,816,397	\$ 2,313,960	\$ 2,404,066	\$ 90,106	26.33%	22.67%	-3.66%
Debt Service Fund									
Total Debt Service Expenditures	\$ 4,202,697	\$ 4,535,703	\$ 333,006	\$ 2,738,117	\$ 2,984,136	\$ 246,019	65.15%	65.79%	0.64%
Total Debt Service Revenues	\$ 4,104,772	\$ 4,535,703	\$ 430,931	\$ 264,900	\$ 255,870	\$ (9,030)	6.45%	5.64%	-0.81%
Total Expenditures	\$ 70,203,504	\$ 72,630,170	\$ 2,426,666	\$ 19,728,383	\$ 21,606,648	\$ 1,878,266	28.10%	29.75%	1.65%
Total Revenues	\$ 70,272,983	\$ 72,630,170	\$ 2,357,187	\$ 7,092,808	\$ 7,474,018	\$ 381,210	10.09%	10.29%	0.20%



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1937)

Meeting: 10/25/16 07:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Sam Harris

Initiator: Terry Emerick

Sponsors:

DOC ID: 1937

Set a public hearing for November 22, 2016 for Resolution 14-16, a resolution approving amendments to the Richland Valley Planned Development.

WHEREAS, an application has been made for amendments to the Planned Development for Richland Valley P.D.,

WHEREAS, the Planning Commission reviewed the proposed amendments to the Planned Development for Richland Valley P.D. on September 6, 2016, in accordance with their regulations and recommended DENIAL of the amendments to the Planned Development; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on November 10, 2016 and approved the amendment to the Planned Development for Richland Valley PD located to the north adjacent to the Bartlett Logistic Center on Wolf Lake Road, and is within the "RS-15" Residential Zoning District, subject to the following conditions:

Engineering Conditions:

1. This is submitted in order to remove 5.1 acres from the Richland Valley Master Plan.
2. The revised Master Plan submitted by the Applicant/ Engineer provides for a cove bubble to be constructed at the intersection of Butterfly View Lane and Richland View Lane and implies that the 5.1 acres will be rezoned from Residential to Industrial. This cannot be approved at this time. A previously approved plan provides a stub to the property which will require the 5.1 acre parcel to build the cove bubble.
3. An application to develop the remaining portion of Richland Valley Phase 4 as residential property and provides a stub into this 5.1 acre parcel is in keeping with the Master Plan for Richland Valley and was approved at the April 4, 2016 Planning Commission.
4. The developer of this 5.1 acre parcel will be responsible for the construction of a cove bubble at the end of the stub street if his property is rezoned.
5. If this property is not rezoned and is developed as residential, then the stub street can be extended into the 5.1 acre parcel as part of the residential development.
6. If a site plan contract has not been approved within 1 year of approval of the site plan, then this development may have to comply with the new TDEC runoff reduction guidelines.
7. All new utilities shall be underground.
8. Dealing with the 5.1 acre parcel, then the applicant's engineer shall submit the stamped and signed detention calculations for the detention basins required for this property and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25 year storms.
9. Show drainage and detention areas on master plan for drainage to the north.
10. A water extension will be required across the site to tie the residential into the Bartlett Logistics 5.1 acre parcel.

Planning Conditions:

1. Staff recommends that should this request be approved, the applicant shall design and build a cul-de-sac within the 5.1-acre parcel for Fire Department and Public Works access as was originally intended for Richland Valley P.D., Phase 4.
2. The approval of this amendment shall be contingent upon property being rezoned from "RS-15" Residential to "I-P" Planned Industrial, and then added to the Bartlett Logistics Planned Development.

WHEREAS, the Board of Mayor and Aldermen have determined that the proposed amendments to the Planned Development for Richland Valley P.D. should be *approved*;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the amendments to the Planned Development for Richland Valley P.D., located to the north adjacent to the Bartlett Logistic Center on Wolf Lake Road, and is within the "RS-15" Residential Zoning District, incorporating the above listed conditions, are approved.

ADOPTED THIS 22nd DAY OF NOVEMBER 2016.

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____

Stefanie McGee, City Clerk

Bartlett Municipal Planning Commission Minutes

TUESDAY, September 6th, 2016 -- City Hall -- 7:00 P.M.

The Bartlett Municipal Planning Commission met in the Assembly Chamber at Bartlett City Hall on Tuesday, September 6th, 2016 at 7:00 p.m. for their regular scheduled meeting. Mr. Jay Caughman, Chairman, presided over the meeting.

Members Present: All members were present.

The following advisors were present: Terry Emerick, Director, Planning and Economic Development; Kim Taylor, Deputy Director, Planning and Economic Development; Sam Harris, Planner; Rick McClanahan, Director of Engineering; Wade Towles, Asst. Director of Engineering; John Horne, Engineer; Jim Brown, Director, Code Enforcement; Mike Adams, Assistant Director, Public Works; Howard McNatt, Fire Marshal; and Will Wyatt, for City Attorney.

Richland Valley P.D. Phase 4, Butterfly View Lane (Brenda Solomito Basar, Solomito Land Planning)

Chairman stated that he wanted to make one disclosure himself. I just learned yesterday that my firm has been hired in some aspect of this project and would recuse myself of any voting or discussion. Unless there is opposition from members of the commission I would like to lead the vote if there is one but will recuse myself of the voting. Hearing none he requested Mr. Emerick to introduce the item.

INTRODUCTION: Mr. Terry Emerick explained Ms. Brenda Solomito Basar with Solomito Land Planning is requesting Planning Commission approval to amend the Richland Valley Planned Development (P.D.), Phase 4. This phase of the subdivision is located north of Wolflake Drive, south of Spotted Fawn Drive, and west of New Brunswick Road within the "RS-15" Residential Zoning District. He explained that the first two items deal with the same piece of property and the process would require that the 5.1 acres in question would have to be removed from the Richland Valley Phase 4 Planned Development which is currently the governing rules for this property in order to have the property rezoned which is Item 2 and combined in the industrial zoning district. However, during the resent housing market collapse the 5.1 acres was separated from the remaining portion and all of it were basically taken back by the bank and the bank did sell the 5.1 acres to Bartlett Logistics and a residential developer bought the remaining 7.25 acres and is underway with residential development of that section. A couple of months ago the Planning Commission approved for 23 lots to be built on the remaining piece of Phase 4 which is still part of the Richland Valley. That particular plan extends a stub street to this 5.1 acre tract so that was required for approval since it is still in the Richland Valley Plat. The staff has reviewed the application and is not recommending the removal and deletion from the Richland Valley Planned Development. We have attached conditions if your recommendation is favorable but staff is not recommending approval of that amendment as requested by the applicant.

BACKGROUND: On March 5, 2007, the Planning Commission approved Richland Valley P.D., Phase 4. The original approved Phase 4 plan was for the development of 42-residential lots on 12.628-acres of land. The plan included an extension of Butterfly View Lane through the 5.1-acre parcel with a cul-de-sac. On April 4, 2016, the Planning Commission approved a revised Construction and Final Plan for Phase 4 for 23-lots on 7.25- acres of land. The revised plan shows that Butterfly Lane stubs to the 5.1 acres of land. The reduction of the land/lots was due to the industrial land owner to the south of the Richland Valley purchasing a vacant 5.1-acre portion of Phase 4.

DISCUSSION: The specific request by the applicant is for approval to remove the 5.1-acre parcel of land from the Richland Valley P.D., Phase 4. In the future, the applicant intends to rezone the property from “RS-15” Residential to “I-P” Planned Industrial and add the land to the adjacent industrial park. This will provide an opportunity for the applicant to add and expand industrial buildings on the site.

Recommendation: Denial, it is recommended that the property stay with the residential planned development as approved by the Planning Commission. Also, the Planning Commission recently approved a portion of Phase 4 for 23-residential lots. The subject property can be developed at a later date with the remaining 19-lots and cul-de-sac as previously planned.

Motion was made by Russ Abernathy to deny this application. Ron Sandlin seconded the motion. Roll Call Vote: 6 yes votes, 1 no vote, 1 pass. Motion to deny was carried.

Solomito Land Planning

September 15, 2016

Honorable A. Keith McDonald
Mayor
City of Bartlett
6400 Stage Road
Bartlett, TN 38134

And

Mr. Terry Emerick
Director
City of Bartlett Office of Planning and Economic Development
6382 Stage Road
Bartlett, TN 38134

RE: Bartlett Logistics Planned Development and Richland Valley Planned Development
Applications for Rezoning and Planned Development Amendments
Schedule for Mayor and Board of Aldermen Hearings

Dear Mayor McDonald and Terry,

Please allow this letter to serve as our official request to be heard by the City of Bartlett Mayor and Board of Aldermen as follows:

First Reading	Tuesday, October 11, 2016
Second Reading	Tuesday October 25, 2016
Public Hearing	Tuesday November 8, 2016

Thank you for your time and consideration in this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

SOLOMITO LAND PLANNING



Brenda Solomito Basar
Land Planner



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1938)

Meeting: 10/25/16 07:00 PM

Department: Planning and Economic Development

Category: Zoning

Prepared By: Sam Harris

Initiator: Terry Emerick

Sponsors:

DOC ID: 1938

Ordinance 16-02, an ordinance to rezone from RS-15 to I-P property on the north line of Wolf Lake Drive.

WHEREAS, an application has been received to rezone property described herein from RS-15 to I-P; and

WHEREAS, a public hearing was held before this body on the 22th day of November 2016, and notice thereof published in The Bartlett Express; and

WHEREAS, the Planning Commission reviewed the proposed rezoning of the property described herein from RS-15 to I-P on September 6, 2016, in accordance with their regulations and recommended DENIAL of the rezoning; and

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION I. The property described as follows is hereby rezoned from RS-15 to I-P. Being a description of part of the Bank of Bartlett property as described in Instrument No. I3004966 in Bartlett, Shelby County, Tennessee, more particularly described as follows:

Commencing at a found rebar in the north line of Wolf Lake Drive (68' R.O.W.), said point being the southwest corner of Lot 1, Phase 2, Bartlett Logistics Center recorded in Plat Book 233, Page 10; thence north 00 degrees 48 minutes 39 seconds west with the west line of Lot 1 of said subdivision recorded in Plat Book 233, Page 10 and with the east line of the Robert F. Fogelman property recorded in Instrument No. GE-7552, 1061.53 feet to a found rebar at the northwest corner of said Lot 1 and the Point of Beginning; thence north 00 degrees 44 minutes 40 seconds west continuing with the east line of said property at Instrument No. GE-7552, 349.81 feet to a found rebar in the south line of Lot 2, Clydie B. Johnson Subdivision recorded in Plat Book 60, Page 58; thence north 89 degrees 46 minutes 21 minutes east with the south line of Lot 2 of said subdivision recorded in Plat Book 650, Page 58 and with the south line of the Clydie B. Johnson property recorded at Instrument No. H4-6842 and with the south line of the Walter Cole and wife, Dora Cole property recorded at Instrument No. F6-4436, 634.58 feet to a point; thence south 00 degrees 48 minutes 39 seconds east across the Bank of

Bartlett property as described in Instrument No. 13004966, 350.20 feet to a found rebar in the north line of Lot 3 of said subdivision recorded in Plat Book 233, Page 10; thence south 89 degrees 48 minutes 27 seconds west with the north line of Lots 1 through 3 of said subdivision recorded in Plat Book 233, Page 10, 634.99 feet to the Point of Beginning and containing 5.100 acres of land.

SECTION 2. SEVERABILITY - Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: October 25, 2016

Second Reading: November 10, 2016

Third Reading: November 22, 2016

W. C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

Bartlett Municipal Planning Commission Minutes

TUESDAY, September 6th, 2016 -- City Hall -- 7:00 P.M.

The Bartlett Municipal Planning Commission met in the Assembly Chamber at Bartlett City Hall on Tuesday, September 6th, 2016 at 7:00 p.m. for their regular scheduled meeting. Mr. Jay Caughman, Chairman, presided over the meeting.

Members Present: All members were present.

The following advisors were present: Terry Emerick, Director, Planning and Economic Development; Kim Taylor, Deputy Director, Planning and Economic Development; Sam Harris, Planner; Rick McClanahan, Director of Engineering; Wade Towles, Asst. Director of Engineering; John Horne, Engineer; Jim Brown, Director, Code Enforcement; Mike Adams, Assistant Director, Public Works; Howard McNatt, Fire Marshal; and Will Wyatt, for City Attorney.

Bartlett Logistics Planned Development Rezoning (Brenda Solomito Basar, Solomito Land Planning)

Mr. Emerick mentioned for the audience that the Planning Commission is making the recommendations on these applications and the applicants can take them forward to the Board of Mayor and Aldermen for their public hearing also.

INTRODUCTION: Mr. Emerick explained that Ms. Brenda Solomito Basar with Solomito Land Planning is requesting Planning Commission approval to rezone 5.1-acres of land that has been removed from the Richland Valley Planned Development Phase 4 (P.D.). The subject property is located north of Wolflake Drive, south of Spotted Fawn Drive, and west of New Brunswick Road within the "RS-15" Residential Zoning District. This is necessary for this property to be incorporated into the Bartlett Logistics Industrial Planned Development. Our ordinance requires that the underlying zoning allows the uses that are requested in an Industrial Planned Development. So in order to file the application to have this property to be incorporated into the Bartlett Logistics Industrial Plan you have to have the industrial zoning in place. That is the purpose of this rezoning request. I think we have covered a lot of ground here. The staff's recommendation to deny the rezoning request is basically viewed as an industrial encroachment into a residential area. You have a straight line between the industrial zoning where UPS and Bartlett Logistics are and the residential property to the north. This 5.1 acres would extend that straight line forward into residentially zoned properties and we view that as an industrial zoning encroachment and we are **not** recommending in favor of it.

BACKGROUND: On April 5, 2004, the subject property once a part of a 16-acre parcel of land was rezoned from "I-P" Industrial to "RS-15" Residential. On March 5, 2007, the Planning Commission approved the addition of the rezoned subject property to the Richland Valley P.D. (Phase 4). The original approved Phase 4 plan was for the development of 42-residential lots on 12.628-acres of land. However, on April 4, 2016, the Planning Commission approved the Construction and Final Plan for Phase 4. The land/lots were reduced to 23-lots on 7.25- acres of

land due to the adjacent industrial land owner purchasing a vacant 5.1-acre portion of the Phase 4.

DISCUSSION: The specific request by the applicant is for approval to rezone a 5.1-acre parcel of land from “RS-15” Residential to “I-P” Planned Industrial Park. Once the property is rezoned, the applicant intends to add the land to the adjacent Bartlett Logistics Planned Development. This will provide an opportunity for the applicant to expand some of the existing industrial buildings that currently back-up to the Richland Valley residential development.

Recommendation: Denial, the proposed area to be rezoned will extend industrial uses on two sides of the property into areas that are intended for residential use. The rezoning will allow an opportunity for additional industrial buildings that will back-up to residential neighbors creating an environmental encroachment on both the existing Richland Valley P.D. and the residential neighbors to the north.

Motion was made by Alderman Young to deny this request for rezoning. Mr. Abernathy seconded the motion. Roll Call Vote: Seven members voted yes, one pass. Motion was carried.

Solomito Land Planning

September 15, 2016

Honorable A. Keith McDonald
Mayor
City of Bartlett
6400 Stage Road
Bartlett, TN 38134

And

Mr. Terry Emerick
Director
City of Bartlett Office of Planning and Economic Development
6382 Stage Road
Bartlett, TN 38134

RE: Bartlett Logistics Planned Development and Richland Valley Planned Development
Applications for Rezoning and Planned Development Amendments
Schedule for Mayor and Board of Aldermen Hearings

Dear Mayor McDonald and Terry,

Please allow this letter to serve as our official request to be heard by the City of Bartlett Mayor and Board of Aldermen as follows:

First Reading	Tuesday, October 11, 2016
Second Reading	Tuesday October 25, 2016
Public Hearing	Tuesday November 8, 2016

Thank you for your time and consideration in this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

SOLOMITO LAND PLANNING



Brenda Solomito Basar
Land Planner



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1935)

Meeting: 10/25/16 07:00 PM

Department: Planning and Economic Development

Category: Designation

Prepared By: Sam Harris

Initiator: Terry Emerick

Sponsors:

DOC ID: 1935

Ordinance 16-07, an ordinance to designate the Brunswick Rosenwald School, 4549 Brunswick Road, a historic landmark.

WHEREAS, an application has been received to designate the Brunswick Rosenwald School, 4649 Brunswick Road, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 22nd day of November 2016 and notice thereof published in *The Bartlett Express*,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1. The property described as follows is hereby designated as Historic Landmark HL-9, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as the " Brunswick Rosenwald School":

Property located at 4549 Brunswick Road in Bartlett a/k/a the Brunswick Rosenwald School identified as Shelby County Tax Parcel B0149C00024.

SECTION 3. SEVERABILITY -Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE -This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: October 25, 2016

Second Reading: November 10, 2016

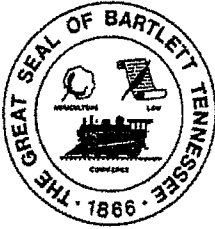
Third Reading: November 22, 2016

W. C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Stefanie McGee, City Clerk



BARTLETT HISTORIC PRESERVATION COMMISSION

City Hall Annex, 6382 Stage Road, Bartlett, Tennessee 38134

A. Keith McDonald, Mayor

Date 07-01-16

Chairman, Historic Preservation Commission
6382 Stage Road
Bartlett TN 38134

In accordance with Ordinance 99-12 adopted on October 26, 1999, which charges the Commission to identify historic resources within our community and designate them as Historic Landmarks. These Historic Landmarks are resources for the public's education, pleasure and welfare and should be identified and preserved as one of the communities' treasures. A plaque, furnished and installed by the City of Bartlett, is presented and erected at the site to symbolize the historic character and history of the site and the value it bestows to the community.

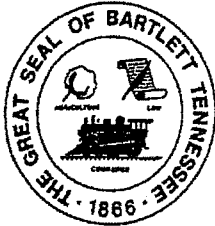
On behalf of the Growth Central Church, Bartlett, TN, I am submitting this Letter of Interest requesting that the Brunswick Rosenwald School be recognized as a Historic Landmark.

The Brunswick Rosenwald School was established in 1923.

Please contact Christopher Barnes at 901-568-2154 if you require any further information. We will be pleased to provide any information necessary to complete this process.

We sincerely hope that our request will be honored by the Historic Preservation Commission.

Owner Signature Pastor
Owner Signature Chairman of Deacon Board



A. Keith McDonald, Mayor

BARTLETT HISTORIC PRESERVATION COMMISSION

City Hall Annex, 6382 Stage Road, Bartlett, Tennessee 38134

GUIDELINES

The purpose of the guidelines is to preserve the historic integrity of the Brunswick Rosenwald School located at 4519 Brunswick Road including its natural, environmental, and man-made structures, in order to maintain its significant past. To achieve this purpose, these guidelines are intended to encourage compatible development and discourage the introduction of incompatible alterations. No financial hardship shall be imposed as per Bartlett City Ordinance 99-12.

1. Every reasonable effort shall be made to provide a compatible use for the property that requires minimal alteration of buildings, site and environment, and to use the property for its original intended purpose.
2. All buildings, structures, and sites shall be recognized as products of their own time. Alterations which have no historical basis and which seek to create an earlier appearance shall be discouraged.
3. The property will be maintained in good condition.
4. Distinctive architectural features or examples of skilled craftsmanship which characterize the site shall be treated with sensitivity.
5. New plant materials, fencing, walkways, etc., must be compatible with the character of the neighborhood in size, scale, material and color.
6. Efforts shall be made to preserve trees where possible. Therefore, prior to the removal of a living tree with a circumference of at least thirty-eight (38) inches at breast height, a request shall be submitted to the Historic Preservation Commission seeking approval of the removal of the tree, unless the tree is deemed to be a threat to life or property as the result of aging, rotting or insect damage, or damages by wind and storm activity.

Brunswick Rosenwald School

In 1912, Booker T. Washington approached philanthropist Julius Rosenwald about his concept to build rural schools desperately needed for African-American children across the segregated south. That partnership sparked an initiative that eventually created more than 5300 schools, vocational shops, and teacher's homes across 15 states in the South and Southwest from 1912-1932.

The Brunswick School sits on the site of one of the original Rosenwald schools. The Brunswick School was built in 1923 and was a five-teacher type. There were five teachers assigned to the school and the building included workrooms, cloak rooms, auditorium, offices, kitchen, and a library.

Although, the Brunswick School has been remodeled, the site is still in its original location. For 34 years, the Brunswick School was Brunswick Headstart. After closing in 2002, the building was used mainly for community events. As in the past when Rosenwald School Days were celebrated annually by a gathering of teachers, principals, students, and parents. The current Brunswick School is a gathering place for the community.

Several of the current members of Growth Central, formerly Bush Grove Baptist Church, were students at the Brunswick School. They attended the school, cleaned the grounds, painted the building, and worked the fields around the property in order to maintain the school that was the focal point of the community.

Although the Rosenwald program did not challenge school segregation head-on, it did challenge the racial ideology behind segregation. This original Rosenwald school site remains an integral part of the Brunswick Community after 93 years and represents an important part of America's heritage.

Today, this historical building serves as an educational building for Growth Central. Future plans are to make it a premier Christian Academy in the Bartlett community. Because we value education, we want to exemplify and continue the legacy started by the forerunners of our community.

G. K. Chesterton says that "Education is simply the soul of a society as it passes from one generation to another". That is exactly our goal to pass this rich history and heritage from one generation to the next. Our vision started in 1923 and will be manifested with the foundation that we lay today for the next generation, our children.

Mr. Roscoe McVay attended Blacks and remembers it as a two teacher school located on Brunswick Road near Davies Plantation.

Blanches Crossing Roads(closed 1926)

The school is paid \$25 for the use of the building in 1927 while bids are received for a new school.

Bolton Bottom(consolidated with Noah's Chapel 1950)

First mentioned in the 1907 Board minutes. Repairs are done to the school in 1909. The Rosenwald school building is built in 1923, a two teacher school with the county providing \$3,000.

Bridgewater (consolidated with Bartlett and Pisgah 1960)

There are dates of 1911,1912 and 1916 in relation to the land used for this school. This was a three teacher school. In 1918 the principle receives a pay of \$50 per month. And an addition to the school is added at a cost of \$1,500. the Board also uses the monies raised from the sale of the Fullview building to dig a well at this school. Bridgewater is in need of an addition in 1925 but the board has no action on this motion. In 1926 the school needs more room and a playground but no action is taken. The school gets minor repairs in 1928. Repairs are done in 1932

Brooks Ave(consolidated with Geeter 1959)

Brooks Ave. school dates back to 1891. New school built in 1907. In 1907 Brooks Avenue is ordered held open until new residents move into the area. By 1909 they get a teacher's aide with a monthly pay of \$25. In 1913 \$250 is provided for an addition to the school. In 1922 a colored patron of the school offers to purchase the school building for \$25, said building being beyond repair. The Rosenwald building was a two teacher school. \$3,000 of county funding goes to the building of the Rosenwald school. In 1927 the school gets a two room addition. Dora Whitworth is the teacher in 1929. In 1930 Theodore Robinson is principle with Luck Strong and Ophelia Ford teachers.

Brown

First mentioned in the 1907 Board minutes.

Brunswick (consolidated with Shadowlawn 1968)

First mention of a black school in Brunswick is in 1920 when the board decides to locate a school in this community. Bids are placed on a four teacher school in 1923 and \$3,000 of county funds are used in the construction of the Rosenwald building. In 1926 the school gets an agricultural room.(shop?). Brunswick, a five teacher school, continued to serve the community as a head start center until recently. In 1930 the school asks to be made a Sr. High but it is put on hold.

Elmira remembers: " it was a four or five class room school. We had wood and coal to heat but we had to keep it up. It had an auditorium ... we had a little old room called the cafeteria but they would only make sandwiches in there and gives us eggs and things like that, also orange juice. I don't remember who made the sandwiches, it wasn't the teacher. Mr. Graves was principal at that time, he also taught. It, the school, is much

altered. added to, but in the same place. Children would walk from Brownsville road up to the Brunswick school. That was three times as far as I walked. I don't know what time they got up to get there. For a long time we walked to school and the white children waved at us as they passed us on their buses....oh, yah, they were having fun with us because we were walking. When I graduated from eight grade I went to Barrets Chapel. "
John remembers: *"When I was there (as staff) it was a large school, ten rooms and an auditorium. Grades one thru ten. We also taught classes in the two churches. We could use all of the facilities without asking permission. There was limited bus service then."*

Cane Creek (annexed 1950)

Mentioned for the first time in the 1908 Board minutes. In 1929 a one acre site at Blakemore and Ellis Ave for a new school one mile from the old which is to be annexed. Bennie Foster is Principal in 1930 with Effie Washington, Eleanor Rice and Sara Browne as teachers.

Capleville-Shebly (Macedonia)

First mention of this school is in 1912 when \$100 is allotted for an additional addition to the school. This was originally a two teacher school. In 1918 Reverend Woods spoke in interest of the Macedonia school reporting on the condition and asking for a new school building. Macedonia received a well in 1921. In 1923 the Rosenwald school building is built with the county providing \$5,950. The school raises \$400 to help erect a two room addition, the Board agrees to the addition. \$400 worth of repairs are done to the school in 1928. More repairs are needed in 1929 and additional classrooms. The school also requests at this year to become a four year high school but no action is taken. In 1930 they raise \$150 towards an agricultural building. A Mr. Lewis Pasina, an Italian, has given the school many plants and they have a big garden 1932. The school also receives repairs in 1932

John remembers: *"it was a rather large school, they were cutting the boundaries between Collierville and Geeter....maybe at what would be called Elvis Presley now. We had about twelve classrooms and grades one thru twelve. The building was brick and closed in 1970."*

Cemetery School(National Cemetery)

First mentioned in the 1907 Board minutes. Cemetery school to be enlarged in 1908 The first field of its kind is added to Cemetery school in 1909, but it isn't stated whether this is the first in the state or county and if it is an athletic field. In 1911 the shops are closed because they were selling whiskey.

Coahoma Landing (closed 1927)

This school is established in 1911

Collierville- Byhalia (closed by court order consolidated with Peters 1970)

Mentioned for the first time in the 1908 Board Minutes. In 1912 Miss Taylor is the teacher at Collierville. In 1920 the school building is sold for \$485 with the proceeds to go toward a new school.



Attachment: Brunswick Rosenwald School Landmark Request Letter (1935 : Ordinance 16-07 Brunswick Rosenwald School Landmark)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1936)

Meeting: 10/25/16 07:00 PM

Department: Planning and Economic Development

Category: Designation

Prepared By: Sam Harris

Initiator: Terry Emerick

Sponsors:

DOC ID: 1936

Ordinance 16-08, an ordinance to designate Cedar Hall, 3712 Broadway Road, a historic landmark.

WHEREAS, an application has been received to designate Cedar Hall, 3712 Broadway, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 22nd day of November 2016 and notice thereof published in The Bartlett Express,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1. The property described as follows is hereby designated as Historic Landmark HL-10, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as "Cedar Hall":

Property located at 3712 Broadway Road in Bartlett a/k/a Cedar Hall identified as Shelby County Tax Parcel B015800254.

SECTION 3. SEVERABILITY -Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE -This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: October 25, 2016

Second Reading: November 10, 2016

Third Reading: November 22, 2016

W.C. Pleasant, Register to the
Board of the Mayor and Aldermen

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk



**BARTLETT HISTORIC PRESERVATION
COMMISSION**
City Hall Annex, 6382 Stage Road, Bartlett, Tennessee 38134

A. Keith McDonald, Mayor

7/12/2016

Chairman Paul Kaiser, Historic Preservation Commission
6382 Stage Road
Bartlett TN 38134

In accordance with Ordinance 99-12 adopted on October 26, 1999, which charges the Commission to identify historic resources within our community and designate them as Historic Landmarks. These Historic Landmarks are resources for the public's education, pleasure and welfare and should be identified and preserved as one of the communities' treasures. A plaque, furnished and installed by the City of Bartlett, is presented and erected at the site to symbolize the historic character and history of the site and the value it bestows to the community.

I am submitting this Letter of Interest requesting that **Cedar Hall** located at **3712 Broadway Road** be recognized as a Historic Landmark.

Built in 1846, Cedar Hall was a grand town home, the oldest still standing in Bartlett, Tennessee today and listed as the John H McFadden House on the National Historic Register. The original owners, William and Elizabeth Bond came to Tennessee in the early 1800's. They purchased a large amount of land and built a temporary, small log cabin with a dirt floor to live in while this grand home was being built. After living in the home for two years, it burned to the ground. The home was rebuilt to the 12 acres that is sits on today by Samuel Bond, William and Elizabeth's grandson. He had grown and was an established physician. It got its name from the many cedar trees that lined the long drive to the house. Kate bond, a familiar name in the Bartlett area, was Samuel bond's granddaughter, she was known as "the flower lady of Cordova", and had a thriving floral business. The bond family was also responsible for bringing the first railroad into Shelby County. In 1870, Edmond Orgill purchased Cedar Hall. The fine architectural work seen in the home today was imported from Europe, while the Orgill family resided there. John and Denise Suthoff purchased Cedar Hall from Jay and Jeanette Rainey in September of 2012. The Rainey's had owned the home for nearly 40 years.

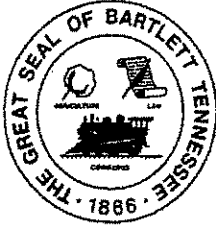
Please contact John/Denise Suthoff at 901-428-1954 if you require any further information. We will be pleased to provide any information necessary to complete this process.

We sincerely hope that our request will be honored by the Historic Preservation Commission.

John A. Suthoff Jr.
Signature

Denise Suthoff
Signature

Attachment: Cedar Hall Landmark Request Letter (1936 : Ordinance 16-08 Cedar Hall Landmark)



A. Keith McDonald, Mayor

BARTLETT HISTORIC PRESERVATION COMMISSION

City Hall Annex, 6382 Stage Road, Bartlett, Tennessee 38134

GUIDELINES

The purpose of the guidelines is to preserve the historic integrity of **Cedar Hall** located at **3712 Broadway Road** including its natural, environmental, and man-made structures, in order to maintain its significant past. To achieve this purpose, these guidelines are intended to encourage compatible development and discourage the introduction of incompatible alterations. No financial hardship shall be imposed as per Bartlett City Ordinance 99-12.

1. Every reasonable effort shall be made to provide a compatible use for the property that requires minimal alteration of buildings, site and environment, and to use the property for its original intended purpose.
2. All buildings, structures, and sites shall be recognized as products of their own time. Alterations which have no historical basis and which seek to create an earlier appearance shall be discouraged.
3. The property will be maintained in good condition.
4. Distinctive architectural features or examples of skilled craftsmanship which characterize the site shall be treated with sensitivity.
5. New plant materials, fencing, walkways, etc., must be compatible with the character of the neighborhood in size, scale, material and color.
6. Efforts shall be made to preserve trees where possible. Therefore, prior to the removal of a living tree with a circumference of at least thirty-eight (38) inches at breast height, a request shall be submitted to the Historic Preservation Commission seeking approval of the removal of the tree, unless the tree is deemed to be a threat to life or property as the result of aging, rotting or insect damage, or damages by wind and storm activity.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1951)

Meeting: 10/25/16 07:00 PM
Department: Administration
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 1951

Ordinance 16-09, an ordinance amending Title 20, Chapter 1 Air Pollution Control Code, to update permit and emissions fees.

WHEREAS, the City of Bartlett established a local air pollution program in September 1970 to protect air quality in Bartlett and Shelby County; and

WHEREAS, Title V of the Federal Clean Air Act of 1990 requires air pollution control programs which operate a major source operating program to establish a fee structure sufficient to fund all direct and indirect costs of such a program; and

WHEREAS, the Memphis and Shelby County Air Pollution Board met September 18, 2014 and recommend an increase in permit and emissions fees; and

WHEREAS, it is necessary for the City of Bartlett Board of Mayor and Aldermen amend the municipal codified ordinances to reflect these fee increases;

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that Title 20, Chapter 1, Sections 20-111 and 20-112 be amended as follows:

SECTION 1. Deleting Section 20-111 Permits and fees-permit fee schedule in its entirety and replacing it as follows:

20-111 Permits and fees-permit fee schedule.

Fees for permits are hereinafter set out as follows, and shall apply to any "person" as defined in this chapter:

I. Construction permits

(a) Any person making application to the Shelby County Health Department for a construction permit shall pay an initial filing fee of \$200 per permit unit. The filing fee shall not be refundable if the permit is denied or if the application is withdrawn, nor shall it be applied to any subsequent application.

(b) In addition to the fees in (I)(a), the largest of the following fees, if applicable, shall be paid:

i	Prevention of significant deterioration (PSD) review	\$3,960
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ii	Major source or major modification review, except PSD sources review, requiring modeling	\$2,640
iii	Minor source or minor modification review, requiring modeling	\$660
iv	New source performance standard (NSPS) source review, per permit unit	\$660
v	National Emission Standards for Hazardous Air Pollutant (NESHAP) source review, per permit unit	\$660

2. Inspection/operating permit

(a) Any person making application to the Shelby County Health Department for an inspection/operating permit shall pay the larger of the applicable fees in accordance with the following schedule:

i	Asbestos demolition/renovation removal, per notice	\$130
ii	Air curtain destructor, per permit unit	\$130
iii	NSPS source, per permit unit	\$130
iv	NESHAP source, per permit unit	\$130
v	Any source issued a permit pursuant to local rules implementing Title 40, Code of Federal Regulations, Section 70 (Major Source Permits)	\$2,000
vi	Any permit unit with actual emissions of 50 tons or more a year, but less than 100 tons per year of any single pollutant	\$130
vii	Any permit unit with actual emissions of 25 tons or more per year, but less than 50 tons per year of a single pollutant	\$100
viii	Any permit unit with actual emissions of less than 25 tons per year of a single pollutant	\$65
ix	Any permit issued as the result of a permit by rule or annual notification and general standards application to a particular business or business group	\$130
x	Any source issued an operating permit for which a construction permit was never obtained. (Enforcement action may also apply.)	\$265

(b) No portion of the inspection/operating fee shall be refundable in the event the source discontinues operation or service during the permitted period.

3. Modification of a permit.

(a) Any person making application to the Shelby County Health Department for the modification of a permit shall pay a fee for each permit unit being modified, except that no fee is required for modification of a permit to correct clerical, typographical, or calculation errors. This fee shall be set out as follows:

i	If the modifications is anticipated to result in an increase in all pollutants less than 10 tons per year	\$130
ii	If the modification is anticipated to result in an increase in all pollutants equal to or greater than 10 tons per year, but less than 50 tons per year	\$330
iii	If the modification is anticipated to result in an increase in all pollutants equal to or greater than 50 tons per year	\$660
iv	Name change	\$130
v	Ownership change - new owner pays inspection and operating fees, based on tonnage	Varies based on tonnage fees
vi	Address change - new owner pays inspection and operating fees, based on tonnage, for the new address	\$265 plus tonnage fees
vii	Permit revision with no emissions consequences	\$130

4. Stack sampling

(a) If a source is required to demonstrate compliance by stack sampling its emission, it shall pay the following additional fees:

i	Any testing requiring U.S./EPA Methods 1 through 4 only, per stack test	\$130
ii	Particulate emissions testing requiring U.S./ EPA Method 5, per stack test	\$400
iii	Any other pollution testing by methods other than U.S./EPA Method 5, except those subject to subsection (D)(1)(a) of this section, per stack test	\$660

(b) Any retest required to demonstrate compliance shall be subject to the fee schedule as stated in subsection 4(a)(i) through (iii) of this section.

SECTION 2. Deleting Section 20-112 Permits and fees-emissions fee for stationary sources in its entirety and replace it as follows:

20-112 Permits and fees-emissions fee for stationary sources.

I. Emissions fee. A fee shall be collected annually from each stationary air pollution source which emits more than one ton of actual emissions annually of a regulated pollutant as defined herein, called the "emissions fee," which shall equal the amount determined by the requirements set forth as follows:

Forty-eight dollars (\$48) per ton of actual emissions emitted during Calendar Year 2013 to be collected beginning in 2015 and for successive years until such time as the Board of Mayor and Aldermen approve a further increase or decrease, not including fugitive emissions and actual excess emissions that are the result of process malfunctions and facility start-up and shutdown determined by the Shelby County Health Department to be in compliance with the air pollution code sections that excuse these emissions from enforcement of each regulated pollutant as defined in section 502(b)(3)(B)(ii) of the Federal Clean Air Amendments of 1990.

This is the effective Emissions Fee Rate, after adjustment for carryover overage, approved by the City of Bartlett:

Approved Rate	Adopted In	Effective Rate	Applicable to
\$9.00	1992	\$9.00	1991 Emissions
\$18.00	1993	\$18.00	1992 Emissions
\$19.00	1994	\$17.10	1993 Emissions
\$29.65	1995	\$29.65	1994 Emissions
--	--	\$29.65	1995 Emissions
--	--	\$29.65	1996 Emissions
\$29.65	1998	\$29.65	1997 Emissions
\$29.65	1999	\$29.65	1998 Emissions
\$29.65	2001	\$29.65	1999 Emissions
\$29.65	2001	\$29.65	2000 Emissions

\$29.65	2003	\$29.65	2002 Emissions
\$29.65	2004	\$26.68	2003 Emissions
\$30.63	2005	\$27.57	2004 Emissions
\$31.67	2006	\$28.50	2005 Emissions
\$30.00	2008	\$27.00	2006 Emissions
\$30.00	2009	\$27.00	2007 Emissions
\$43.00	2012	\$43.00	2011 Emissions
\$48.00	2014	\$48.00	2013 Emissions

2. Maximum amount subject to emissions fee. Each stationary air pollution source shall be assessed the emissions fee on no more than four thousand (4,000) tons per year of each regulated pollutant it emits.

3. Exemption for units subject to Section 404 Provisions of the Federal Clean Air Amendments of 1990. No fee will be charged until the year 2000 with respect to remissions from any unit which is classified as “an affected unit” under Section 404 of the Federal Clean Air Act amendments of 1990, entitled “Phase I Sulfur Dioxide Requirements.

SECTION 3. Severability. Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

SECTION 4. Effective Date. **BE IT FURTHER ORDAINED** that this Ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

FIRST READING: October 25, 2016
 SECOND READING: November 10, 2016
 THIRD READING: November 22, 2016

 W.C. Pleasant, Register to the Board

 A. Keith McDonald

Ordinance (ID # 1951)

Meeting of October 25, 2016

of Mayor and Aldermen

Mayor

ATTEST: _____
Stefanie McGee
City Clerk